

Terms and Conditions – Pay Monthly and Pay Monthly SIM Only Contracts – Move to O2 plan

These terms:

These terms and conditions apply to our Pay Monthly and Pay Monthly SIM Only contracts.

These terms and conditions only apply to customers who have been notified by Virgin Mobile Telecoms Limited in 2023 that their Virgin Mobile services are moving over to O2 Mobile Plans and tariffs as part of the continued integration and innovation of Virgin Media and O2 and their respective product offerings since we joined forces last year. These terms and conditions apply to those customers' mobile services from the date that change takes effect, as notified by Virgin Mobile Telecoms Limited. These terms and conditions do not apply to Virgin Media Oomph customers, who contract for both their cable and mobile services under terms available at [Oomph terms and conditions POST 17 JUNE 2022 v5.pdf \(virginmedia.com\)](#).

Your contract and additional terms:

Your contract remains with Virgin Mobile Telecoms Limited, however your mobile service will now be provided by Telefónica UK Limited ("O2") on Virgin Mobile's behalf on the terms set out below. In addition to the terms of this Agreement, the following O2 General Terms will also apply:

- **Volt terms:** the Volt terms for O2 customers which can be viewed at: <https://www.o2.co.uk/termsandconditions/mobile/supercharged>. These terms will only form a part of your Agreement once an eligible order for your Services to be supercharged with Volt has been accepted by O2.
- **Tariff terms:** the latest O2 "Tariff Terms" covering the types of calls you can make, messages you can send and data you can use. These can be viewed here: www.o2.co.uk/termsandconditions/mobile/our-latest-pay-monthly-tariff-terms.
- **Fair use policy and O2:** O2's "Fair Use Policy" that explains your usage obligations, how to avoid breaching these obligations and what will happen if you don't comply. These can be viewed here: www.o2.co.uk/termsandconditions/mobile/o2-consumer-fair-usage-policy. These change from time to time so we suggest you check them regularly.
- **Promotions and additional services:** Any terms for other relevant promotions, offers, goods and services supplied to you by O2 or any other 3rd party partners. For more information, please visit www.o2.co.uk/terms. Additional Services (including services relating to goods), offers and promotions may have additional terms and conditions. If Additional Services are supplied, O2 will usually put the related terms and conditions on the O2 Website and/or in marketing materials. Please check the O2 Website because it is updated regularly. To contact O2, visit o2.co.uk/contactus on the O2 Website.
- **Your information and the switch to O2:** To switch your Virgin Mobile service to O2, Virgin Media will share information about you with O2 so they can provide the Services on our behalf. Although they do not form part of this Agreement you will find the Virgin Media privacy policy at virginmedia.com website (under 'Legal') and you will find the O2 privacy policy at www.o2.co.uk/termsandconditions/privacy-policy. Both policies may be updated from time to time so please check them regularly. You will also find answers to frequently asked questions covering the switch to O2 here <https://www.virginmedia.com/help/mobile/your-move-to-o2>.

- **Your information and insurance:** If you have taken mobile insurance via the Virgin Mobile website, Virgin Mobile 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 policy underwriter, Liberty Mutual Insurance Europe Limited, who is the data controller for the purposes of data protection laws (Information Commissioners Office registration number Z6118163). Once the relevant data has been passed to Asurion by Virgin Media, Asurion will undertake all responsibilities as data processor (for the purposes of data protection laws) for the 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.

O2’s 4G and 5G Services:

O2's 4G and 5G terms and conditions of service also apply for customers that use 4G and 5G Services.

Which terms?:

In the event of any inconsistency between the terms of this Agreement and the additional terms listed above, these terms and conditions shall take preference (including, but not limited to, your contract being with Virgin Mobile Telecoms Limited).

If you are a Virgin Mobile Freestyle Customer and have taken a handset under a Credit Agreement with Virgin Media Mobile Finance Limited, your Credit Agreement will continue unaffected by your migration onto an O2 Mobile Plan.

If you pay for your handset and data package in a single payment, you will be moved to an O2 Mobile Plan. If you are out of contract, then your payment will have already reduced to reflect an airtime only price and you will migrate over to an equivalent plan for the same price on O2. If you are still in contract when you migrate, then your payment will reduce to reflect an airtime only price on O2. In the event that you choose to extend the term of your contract or choose to enter into a new plan for your mobile services, you will enter into a new contract with O2 on O2’s terms and conditions.

1. Introduction

1.1 The parties:

The Services covered by this Agreement are on behalf of Virgin Mobile Telecoms Limited (Company number 03707664). Our registered office address is 500 Brook Drive, Reading, United Kingdom, RG2 6UU. Our VAT number is 591819014. In this Agreement, when we say “Virgin Mobile”, “we”, “our” or “us” we mean Virgin Mobile Telecoms Limited.

When we say “you” or “your” we mean you, our customer.

Whilst not party to this Agreement, as mentioned above O2 will provide the Services and act as a billing agent on our behalf. O2’s registered company name is Telefonica UK Limited (Company number 01743099) with a registered office address of 260 Bath Road, Slough, SL1 4DX.

When we say Virgin Media, we mean Virgin Media Limited and each company is part of the same family of companies.

1.2 Definitions:

This Agreement contains various words that start with a capital letter and have a defined meaning, e.g. "Charges". We set out below what these defined words mean.

Add-on means an optional add-on product (for example a data Add-on) that you choose to take and which does not form part of your core Services, which has no minimum term or has a minimum term or notice period of 30 days or less. References to "Optional Add-on Services" in any applicable O2 terms and conditions shall have the same meaning.

Additional Services means any Supplementary Services and / or Add-ons provided to you by O2 on our behalf (as applicable).

Agreement means these terms and conditions of service and the Charges and other details in the Tariff Terms that apply to your account. Additional terms may apply to Additional Services or any promotional or special offers but O2 will notify you of these before they apply.

Approved Use means use of Content in a way that doesn't infringe the IP Rights of others.

Artificially Inflate Traffic means calls, data or texts that result in a calling pattern or patterns that are disproportionate to the overall type, amount, duration and/or extent of calls, data or texts which would be expected from good faith usage of our Network or Services.

Billing agent means a party responsible for using bills for the Charges for the Services as set out in this Agreement. O2 shall act in this capacity.

Charges means charges for access to and use of the Services as set out this Agreement, in the Tariff Terms, on the O2 Website and in any marketing material, including Monthly Subscription Charges and charges for Additional Services . Charges may cover (without limitation) call and usage charges, fixed periodic charges (if applicable), all reasonable administration charges, and any costs incurred in collecting outstanding payments from you.

Communications means calls, texts, data and other communications.

Content means textual, visual or other information, images and sounds, photos, video, graphics, music, communications, software or any other material contained, appearing on or made available through the Services including all information supplied by third party content providers from time to time. Content may be chargeable.

Contract Allowance means the agreed allowance of Services included within your Monthly Subscription Charge, for example, airtime, texts and data that O2 shall provide to you on our behalf for an agreed monthly or other periodic payment – also referred to as a "tariff".

Credit Agreement means a 24 month or 36 month consumer credit agreement entered into between you and Virgin Media Mobile Finance Limited for the purchase of a mobile device from Virgin Mobile Telecoms Limited.

Europe Zone means the destinations listed on O2's website as being in O2's Europe Zone which may be updated from time to time.

Freestyle Customer means a customer who has entered into our Freestyle contracts which comprise a Credit Agreement for the handset or other device and a Pay Monthly Agreement for the airtime.

Gateway Device/SIM Box means a device(s) containing one or more SIMs for one or more mobile networks and which enable(s) communications to mobile networks, landlines or to generate SMS texts.

General Terms means O2's general terms and conditions that apply, as set out at the beginning of this Agreement.

IP Rights means copyright, trademark and other relevant proprietary and intellectual property rights relating to Content.

Linked Agreement means 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.

Minimum Term means the minimum fixed period for the supply of your Contract Allowance and Services agreed with you when your application for the supply of the Services was accepted by.

Mobile Phone means a cellular telephone or other device that you put a SIM Card into to receive the Services.

Monthly Subscription Charges means the fixed amount you have agreed to pay on a monthly basis (including any monthly recurring discounts you're entitled to) for the Services (i.e. the standard calls, texts and data in O2's Europe Zone included in your airtime tariff provided that if you're on a data-only (Mobile Broadband) tariff, data can only be used in the UK).

Network means the mobile telecommunication system and wifi network provided by O2.

Non-bundle service means services provided by us or O2 under a separate agreement that is not a Linked Agreement (e.g. Priority from O2).

O2 Website means O2's website at o2.co.uk.

PAC means Porting Authorisation Code.

RPI Change means an increase or a decrease as described in clause 5.7.

RPI Rate means the "RPI Percentage change over 12 months: monthly rate" announced by the Office for National Statistics in the February preceding an RPI Change.

Services means any services provided to you under this Agreement on behalf of Virgin Mobile which may include any or all (as the case may be) of airtime service enabling access to the Network (allowing you to make or receive calls and messages and to send and receive data) and any Additional Services where appropriate, which we have agreed to provide to you under this Agreement.

SIM means the SIM card or an electronic version/simulation of subscriber identification module which contains your mobile phone number and enables you (together with a handset or other equipment) to access our Services.

Supplementary Service an extra service (excluding Add-ons) which is linked to the core Services provided by O2 on our behalf 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 clause 6.5).

Tariff Terms means O2's latest "**Tariff Terms**" covering the types of calls you can make, messages you can send and data you can use updated from time to time in accordance with clause 5. These can be viewed here: www.o2.co.uk/termsandconditions/mobile/our-latest-pay-monthly-tariff-terms.

Team means the O2 customer service team whose contact details are set out in clause 9.1.

Other Legal Stuff means the relevant additional terms and conditions which apply to our Services as published by us on our website as updated by us from time to time, or on any other marketing or point of sale materials either we or any third party retailer may use to promote our Services.

2. Our Agreement

2.1 Commencement:

This Agreement starts when we accept your application to use our Services. We make the Services available to you on the terms and conditions of this Agreement and will connect you to the Network as soon as we can so that you can access the Services.

2.2 Minimum Term:

From the date upon which you're successfully migrated to an O2 Mobile Plan, your Minimum Term will come to an end and this Agreement will continue and O2 (on our behalf) will continue to supply you with the Services until either you or we choose to end this Agreement in any of the ways permitted in clauses 5 and 10.

2.3 Transfer:

This Agreement is personal to you and you may not assign or transfer your account or any of your rights and responsibilities under this Agreement without our consent. The terms of this Agreement will also apply to anyone you transfer your SIM to. Please contact the Team first if you do want to transfer your SIM. We may assign or transfer any of our rights and responsibilities without your permission provided that the Services you receive or the rights you have under this Agreement are not materially reduced as a result.

2.4 Your handset: Subject to clause 2.5, this Agreement only covers the provision of the Services by O2 on our behalf. It does not cover any handsets or other devices you may have received with your SIM or as part of a package, either directly from us or through a third party retailer. Please see clause 4.8 if you need to return your SIM.

2.5 Freestyle Customers:

If you are a Freestyle Customer and have agreed to buy a handset or other devices from us under a Credit Agreement, the terms and conditions of the Credit Agreement will take precedence in the event of any conflict between the Credit Agreement and this Agreement. If you end this Agreement in accordance with clauses 10.1(a), (b), (c) or (d) then the Credit Agreement will not be affected and will continue, which means you will not be required to immediately (or within 30 days) repay the credit provided under the Credit Agreement but you will need to continue to meet your repayment obligations under that Credit Agreement.

3. Your Contract Allowance

3.1 Your Contract Allowance:

Details of the types of calls, text messages or Services that are included within your Contract Allowance were detailed in any joining pack you received with your SIM and are also available, on your "Your Account" page on our website or on your account at My O2 on the O2 Website, or from the Team on request.

3.2 Changing your Contract Allowance:

The O2 Tariff Terms explain if, when, and to which available tariffs you may be able to move. The new allowance and price will apply from your next monthly bill cycle for the remainder of the term of your Agreement, unless you change your Contract Allowance again. In the event that you choose to recontract, upgrade or downgrade with us for your mobile services, you will enter into a contract with Telefónica UK Limited on O2 terms and conditions.

3.3 Add-ons and Add-on restrictions:

You may want to obtain access to a Service outside of your Contract Allowance by purchasing an Add-on. Add-ons can be purchased through your account page on My O2 via the O2 Website, through the Team, or through other means that we may make available from time to time. The price of any Add-ons that you purchase will be individually itemised and added to your next monthly bill. Add-ons are non-transferable and other restrictions may apply concerning their expiry, validity or use. For example, Add-ons may have an expiry date by which they must be used which may coincide with your next billing date or could be one day or more from the date of purchase. Add-ons may also be non-cancellable and non-refundable if you agree to the delivery of the Add-on to you for your immediate use. All details or rules concerning Add-ons will be available to you before you purchase an Add-on either by being set out on any material that accompanies the Add-on, on the O2 Website or available from the Team on request.

4. Provision of Services

4.1 Availability:

The Services are available in the UK and you can access certain Services in the O2 Europe Zone. The Services aren't available in all other countries. Where Services are available in a country, they may be restricted to certain areas of that country. Not all equipment and SIM cards will be able to receive all Services. O2 (on our behalf) may not provide Services to equipment and SIM cards that are not able to receive the relevant Service or are not approved by O2. Some equipment facilities and Services may be available at a later date and additional charges may apply. We will try to make our Services available to you at all times but the Network and Services are variable and aren't fault-free and quality and availability could be affected by a range of different geographic, atmospheric or other conditions or factors outside of our control, such as faults in the Network or any other networks used to provide the Services to you, and other environmental factors such as the weather, the type and the thickness or material of the walls of the building you are in, or surrounding trees. It might also depend on how many people near you are trying to use the Services at the same time. You're entitled to the quality of service generally given by a competent mobile telecommunications service provider, using its reasonable skill and care. We, on behalf of O2, will attempt to re-perform disrupted Services when possible. O2 may direct and manage traffic on the Network as is required to deliver this quality of service, including in some circumstances directing traffic onto different components of the Network such as 3G, 4G, 5G and wifi. You can disable wifi in the settings on your Mobile Phone or possibly other equipment if you do not wish to use that part of the Network. O2 may from time to time update, upgrade, repair, or carry out maintenance or other work on the Network and/or Services which may result in technical issues, impaired quality of service, interruptions or unavailability. Where this is the case, O2 will detail any interruptions or unavailability on the O2 Website and details will also be available from the Team. We will do all we can to keep such unavailability to a minimum, however we cannot guarantee that O2 will be able to provide Network coverage at all times. If you experience continuous or regularly recurring disruption to the Services, O2 will endeavour to fix the Services and

you may be entitled to a partial credit of your Monthly Subscription Charges to cover the period that your use of our Services was disrupted. To receive a partial credit, please report this disruption to O2 customer services team by calling 202 free of charge from your O2 mobile. O2 will assess the disruption against your typical usage history. We or O2 may offer you alternative products or services to address the disruption, and an alternative means of accessing the disrupted Services must not be available to you. If our Services are materially degraded for an unreasonable period of time you may be able to leave your Agreement with us.

4.2 Use of the Services:

The Services will be available to you provided you:

- (a) comply with your obligations as set out in this Agreement;
- (b) are in range of the base stations forming the Network (or that of our partners when roaming) when you try to use the Services;
- (c) do not use the Services for anything illegal, immoral or improper, in connection with a criminal offence, in breach of any law or statutory duty;
- (d) do not use the Service for a purpose in any way related to an arrangement which we or O2 suspect is designed to Artificially Inflate Traffic to a number or numbers. We or O2 reserve the right to bar access to numbers on a temporary or permanent basis which we reasonably suspect are being used for such purposes;
- (e) do not use the Services for calling “cash back” or “cash for calling” numbers, i.e. where you are paid, in monetary or other terms, by the provider for calling that number. We or O2 reserve the right to bar access to numbers on a temporary or permanent basis which we reasonably suspect are being used for such purposes or to (amongst other things) prevent fraud, nuisance, abuse or unusual use of the Service or in circumstances if we or third parties are suffering or would suffer a direct loss and in particular if we believe you have no intention to make payment for the Service;
- (f) pay your bill on time;
- (g) only use the Services with the equipment and SIM we or O2 have approved for use on the Network;
- (h) give us and O2 valid factually correct and up-to-date information we or O2 reasonably ask for and do not give false information;
- (i) follow all reasonable instructions we and/or O2 give you and any reasonable guidelines we make available to you including any User Guides and cooperate with us in our reasonable security checks;
- (j) do not make a call or send a message or take pictures or video or send, upload, download, use or re-use any material or use the Services for making abusive, offensive, defamatory, indecent or nuisance calls or a hoax, for sending spam or unsolicited emails or text messages, for making or receiving reverse charge calls, or for infringing another person’s rights including copyright or other intellectual

property rights or to cause annoyance, inconvenience or needless anxiety, as set out in the Communications Act 2003;

- (k) use our Service in accordance with the O2 Fair Use Policy;
- (l) do not use our Services in any way that is not in keeping with that reasonably expected of a private individual and do not use the Services for commercial or business purposes. If you are a parent or guardian, you are responsible for the use of the Service by a child or young person in your care;
- (m) agree that we and/or O2 sometimes may need to send information to you such as: (i) security information to your SIM by text message (like checking you are who you say you are when you sign up online for one of our or a third party's services) or (ii) information to allow access to some security features directly from your Mobile Phone (like changing the Personal Identification Number (PIN) to access your voicemail remotely); or (iii) information to notify you of end of contract costs or allow you to make tariff changes, and you need to make sure that nobody else can use your SIM to access this kind of security information; and
- (n) must not establish, install or use a Gateway Device or SIM Box without O2's prior written consent (including devices tethered via cable, Bluetooth or wifi, to a computer or the internet, when used for making large volumes of calls, using large volumes of data or sending large volumes of texts). O2 can withhold its consent for this activity at its absolute discretion.

4.3 Your SIM:

Any SIM we provide to you remains our property and must be returned to us if we ask for it back, unless provided to you by O2 in which case it will remain O2's property and must be returned to O2 if O2 asks for it back. You must keep your SIM safe and can only use it to access our Services. If your SIM is lost, stolen or damaged call the O2 Team immediately for another SIM. If the SIM is lost, stolen, damaged or destroyed you'll be responsible for any Charges incurred (except for in certain circumstances) until you've contacted O2 to tell them what's happened. You're liable for all Charges incurred under this Agreement whether by you or anyone else using your SIM (with or without your knowledge). You must pay the Charges to O2 or anyone else we ask you to pay on our behalf. This Agreement will continue until it's ended by you or us in line with clause 10.

4.4 No reselling:

You may not sell or otherwise make our Services available to others or commercially exploit our Services or any Content in any way.

4.5 Phone numbers:

We grant you the use of a phone number. In exceptional circumstances, the government or telecommunications regulator Ofcom may order the reallocation or change of mobile phone numbers or O2 may reasonably believe that a change to your phone number will make your use of the Service better, in which case O2 may have to change the phone number we make available to you. O2 will give you reasonable notice before making this type of change. You can ask O2 to include your Mobile Phone number in a telephone directory and/or a directory enquiry service. But you should know that if you request this service your number will be visible to companies that compile information for

marketing purposes. If you're worried about this, you can stop most unsolicited marketing calls by registering your Mobile Phone number with the Telephone Preference Service at tpsonline.org.uk. If you want your Mobile Phone number to be included in a directory and/or a directory enquiry service, please tell O2 customer services team.

4.6 Content:

The Service enables access to Content which may be chargeable. You may use Content only in a way that doesn't infringe the IP Rights of others (we call this "**Approved Use**"). You must not copy, store, modify, transmit, distribute, broadcast, or publish any part of any Content other than for an Approved Use. We (or O2 on our behalf) may vary Content, access to Content or the technical specification of the Service in a way that might affect the Content from time to time (see clause 5.9 for rights you may have if variations are likely to materially disadvantage you). We (or O2 on our behalf) will use reasonable endeavours to maintain any Content that is provided by us (or O2 on our behalf) or our appointed third party Content suppliers. However, as Content is obtained from a large range of sources, it is provided on an 'as is' basis and we do not represent to you that any Content is of satisfactory quality, accurate, error free, secure, fit for a particular purpose, complete or suitable. For restrictions, rights and obligations around Content provided by third parties please see Clause 7.3.

4.7 Roaming:

The Services may be available to you in countries outside of the UK if we or the relevant partner who provides the Network have roaming arrangements in place. The Charges for roaming are explained in O2's Tariff Terms. Overseas network operators may bill sometime after you use the Services – this can be as long as three months later. Please be aware that, other than in O2's Europe Zone, when you use your phone abroad incoming calls also incur a charge, including the cost of receiving voicemail messages. It's best to check the cost of using your phone abroad (excluding O2's Europe Zone) before you travel. Details are available here www.o2.co.uk/international.

Inadvertent Roaming:

Accidental roaming might occur if you are in an area close to national borders because your handset picks up a network across the border. You may be charged at roaming rates for that usage as though you were roaming on an international network, unless the other non-EU country is the UK. To prevent that occurring, you should take care to note the network to which your handset is connected when in those areas, before using the handset and by setting your handset to do a manual network selection and select the 'O2' Network. Alternatively, you may contact O2 to disable roaming.

4.8 Returns:

If you have obtained your SIM directly from us, for example, through our website www.virginmedia.com, through a Virgin Mobile or Virgin Media Store or by speaking to our customer services team then you will be entitled to benefit from any customer satisfaction guarantee and equipment warranty that we provide. Full details of such customer satisfaction guarantee and warranty are available on our website virginmedia.com/returns and are also available from our customer services team on request. You also have the right to cancel your contract within 14 days from the date your contract started or you received your device without giving any reason. We will refund you within 14 days for all payments received less any airtime or data you've bought or used. If you have obtained your SIM from another source, for example a high street retailer who may offer services from a variety of networks, any customer satisfaction guarantee and warranty that we provide will not be available to you. You should check directly with the retailer where you obtained your SIM

what their policy is should you wish to return the SIM or if it develops a fault. If you do return your SIM for any reason, then you will still be charged for any calls or use of the Services at the rates set out in O2's Tariff Terms and on the O2 Website.

4.9 Additional services:

We (or O2 on our behalf) may offer you new services that may be of interest or benefit to you. Charges for any additional services will be specified in O2's Tariff Terms and any special terms and conditions for such additional services will be specified on the O2 Website. We may require you to submit to additional credit checks or we may need to verify your billing history before we provision you for access to some additional services.

4.10 Other Legal Stuff:

As well as these terms and conditions, the Services have Virgin Media Other Legal Stuff which applies to the Services and their use, as published by us on our website and/or O2 General Terms published by O2 on the O2 Website. These may be updated from time to time so please check www.virginmedia.com and the O2 Website regularly and read through it carefully.

5. Changes to this Agreement, the Charges or our Services

5.1 General changes:

Subject to the remainder of this clause 5, we may change this Agreement at any time including for Network security reasons, legal or regulatory reasons, or if we wish to have all of our customers on the same terms and conditions for Services. We (or O2 on our behalf) may also need to change or withdraw all or part of your Contract Allowance included within your Monthly Subscription Charge, all or part of our Services if they are uneconomical, technically impractical, not fulfilling their purpose for you or us, or as a result of changes in technology or changes made by the Network supplier. We (or O2 on our behalf) may also change the Charges or introduce new Charges at any time. Subject to the remainder of this clause 5, we (or O2 on our behalf) can add to, change, substitute, or discontinue any Additional Services provided by O2 at any time. Neither we nor O2 guarantee any particular Additional Services will continue to be available.

5.2 Details of any changes:

Any changes we or O2 make will be notified to you in accordance with clause 5.6 and the latest version of our terms and conditions applicable to you will be available on our website at www.virginmedia.com/legal or will be available from the Team on request. Changes to the Charges will also be reflected in O2's Tariff Terms. Please check our website and O2's Website regularly for any changes.

5.3 Significant changes:

Subject to the exceptions in clauses 5.4, 5.7, 5.8, 5.9 and 5.10, if we or O2:

- (a) make any changes to the terms of your Agreement which are not exclusively to your benefit;
- (b) increase the Charges for any Services you are using (excluding the agreed annual price adjustment for your monthly Contract Allowance pursuant to clause 5.7); or

- (c) make any changes to the contracted Services (other than those permitted under the terms of this Agreement) which are not exclusively to your benefit,

we or O2 will give you at least 30 days' notice of such a change and inform you of your right to cancel this Agreement by giving O2 notice in accordance with the instructions set out in the notification. You need to give O2 your cancellation notice within 30 days of us notifying you. If you cancel this Agreement under this clause 5.3, your contract will terminate on the earlier of (i) 30 days after your notice is deemed delivered in accordance with clause 12.8; (ii) immediately when you use a PAC or STAC Code; or (iii) 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.

5.4 Add-Ons, Supplementary Services and Non-bundle Services

Other than where the exceptions in clauses 5.8, 5.9.1 and 5.10 apply, where a change described in clause 5.3 relates:

- (a) only to an Add-On that you have already signed up to, you may cancel such Add On (without affecting the rest of this Agreement) by giving O2 notice in accordance with the terms of that service and you will not have to pay an early termination fee for that Add-On. ;
- (b) only to a Supplementary Service that you have not already signed up to, you will not automatically have the right to cancel this Agreement but can do so if you wish under clause 10.1(a) without paying an early termination 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 Service and this Agreement without paying an early termination 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. Any changes to Non-bundle Services will be governed by the terms of those services, and any changes to those services will not be covered by the rights to cancel this Agreement in clauses 5.3 and 5.4. If you wish to end an agreement for any Non-bundle Service, please refer to the terms for those services.

5.5 Acceptance of changes:

Any continued use of our Services after the date of the change will be deemed to be acceptance by you of the relevant change unless you give us notice of cancellation in accordance with clause 5.3.

5.6 Communicating with you:

Our communications with you for the **Charges, Services or this Agreement** will usually come from O2. If we or O2 need to notify you of a change to the Charges, Services or this Agreement in accordance with clause 5 and such change provides you with a right to cancel this Agreement, then we will give you at least 30 days' notice of this change via electronic message, email, SMS or by post in accordance with clause 12.8. We (and O2) will use the most recent contact details that you have given us (if any).

Where we or O2 make changes where no such right to cancel arises, we or O2 will update our website or the O2 Website where appropriate and, where we consider it appropriate, we or O2 may notify you directly via electronic message, email, SMS, post, My Virgin Media or via bill communication (or where applicable via My O2 or the O2 Website).

5.7 Agreed annual price adjustment:

- **Your Monthly Subscription Charges will be subject to an annual change: your Monthly Subscription Charges will increase by the RPI Rate plus an additional 3.9% which is applied at the same time and will first appear on the April bill following the announcement of the RPI Rate in the preceding February. If the RPI Rate is negative, O2 will only apply the 3.9%. O2 will publish on the O2 Website the relevant RPI Rate as soon as it becomes available. We (nor O2) may not notify you of this price increase and it is your responsibility to check the O2 Website at the relevant time.**

5.8 Other changes

We or O2 may make any changes to the Charges, Services or this Agreement that are exclusively to your benefit or for the following reasons:

- (a) the change is due to a change in law (including a change required by government or a competent regulatory body) that applies to us or O2 and/or the 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;
- (b) is purely administrative and has no negative effect on you; or
- (c) we or O2 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 or O2 will inform you of any changes made for the reasons set out in this clause 5.8 in accordance with clause 5.6(2).

5.9

5.9.1

Subject to clause 5.9.2, we or O2 may also make changes to Charges or Services in the ways described below:

- (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, late payment fees, and early termination fees;
- (b) changes to Services which are variable and permitted under the terms for that Service. Examples of such permitted variability include but are not limited to Network and Services (see clause 4.1), Content (see clause 4.6) and billing (see clause 6.5);
- (c) changes to international rates that are directly linked to increases in wholesale rates notified to us or O2 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 or O2 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.

5.9.2

We or O2 will notify you of a change under clause 5.9.1 in accordance with clause 5.6. If we or O2 believe that such a change is likely to materially disadvantage you, we or O2 will notify you of your right to cancel this Agreement and you may cancel this Agreement in accordance with clause 5.3 above.

5.10

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.

5.11

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.

6. Charges, Payment and Related Terms

6.1 Pay by Direct Debit:

Unless we or O2 tell you otherwise, you must pay your bill by direct debit from a suitable bank account that allows payment by direct debit and must maintain an active direct debit. An additional Charge may apply if you don't pay by direct debit. O2 will set out the amount of any such charge on the O2 Website. If you are paying by credit or debit card you authorise the payment card company to give O2 and, on a strictly confidential basis, to O2's sub-contractors and/or agents, details about your payment card account if it's necessary in connection with the Agreement. You also authorise them to let O2 know if your payment account is terminated or suspended at any time.

6.2 Usage limits:

We can't set usage limits on your account unless the capability is made available by O2 to you, and you choose a limit. O2 will try to monitor usage of the Service through your account to control our credit risk and your exposure to fraudulent usage or unintended Charges caused by your usage, but neither we or O2 can guarantee this and neither we or O2 are responsible or liable for any such fraudulent usage. If O2 see usage on your account that causes us concern, O2 might restrict use of the Service on your SIM and/or bar your SIM. You'll need to contact O2 before you can use any of the chargeable aspects of the Service again. You may also have to make an interim payment before the Service can be restored. If we or O2 see an unusual pattern of payments or behaviour on your account that causes concern and/or in order to comply with anti-money laundering obligations, we or O2 might restrict use of the Service on your SIM and/or your ability to make payments. You'll need to contact O2 before you can continue to use the Services or make payments as normal.

6.3 Charges and use of our Services outside your Contract Allowance:

We (or O2 on our behalf) will apply Charges (being the Charges for our Services that you use) to your account. You will be responsible for paying all Charges on your account whether or not they have been incurred by you personally. Detailed charging information can be found on the O2 Website and in the O2 Tariff Terms. All use of our Services that is in excess of or not included within your Contract Allowance will be charged for separately at the applicable rates specified for customers in O2's Tariff Terms. The most up to date version of the Tariff Terms will be on O2's Website. We (or O2) may amend the Charges as set out in clause 5 of this Agreement. You may be charged to receive certain premium-rated calls, text messaging services, multimedia messaging services and Content, including where you authorise adding Additional Services to your bill. Information is available at www.o2.co.uk/premiumnumberpricing. Please check these before using premium-rate services. Most premium-rate services are operated by third parties. For third-party premium SMS and subscription services, please check the promotional material for advertised rates before you use these services. As set out in clause 7.3, we are not responsible for notifying you of changes made by such other organisations to the third party services, charges, or their terms.

6.4 No refund:

If you end this Agreement and have a credit on your final bill, please go to www.o2.co.uk/finalbillrefund to arrange to have this refunded to you.

6.5 Bills:

O2 will usually send you a bill every month advising you of the total amount of Charges you owe . Unless O2 say otherwise, Charges which are normally monthly but are being measured for periods of less than a month will be calculated on a pro rata basis. Subject to clause 5.9, O2 may change the billing period at any time but will notify you in advance if they do this. The prices shown on the Tariff Terms and marketing materials require you to use eBilling. Paper bills are a supplementary service and there is an additional Charge to have your bills in paper format. There are minimum call Charges; see O2 Tariff Terms and the O2 Website for details of these and other Charges. Further detail about how O2 measure and charge is set out in the O2 Tariff Terms which shall take precedence in the event of inconsistency with this clause. Each call is charged excluding VAT to 3 decimal places. All calls for that month are aggregated and then rounded using normal rounding rules (if the last digit is a 4 or lower O2 will round down, otherwise O2 will round up). If applicable, VAT (at the prevailing rate) is then added to the total of all Charges on your bill, with the VAT part of the charge being rounded down to the nearest penny.

6.6 Getting it to you:

Detailed charging information can be found on the O2 Website and in the O2 Tariff Terms. If you request a paper bill, your paper bill is a Supplementary Service and you agree that there is an additional charge each month for this. We may appoint a third party (including O2) to provide you with your bill on our behalf. Bills issued by such third party will be binding on you and payment of such invoices in full to the third party will be a valid discharge of your liability to pay such bill under this Agreement. From time to time, O2 may need to migrate your account from one billing platform to another. If you are migrated, your billing date and the way that you are billed may change. If any migration will materially affect your Service or billing, O2 will give you notice and, where O2 believes such a change is likely to cause material detriment to you, O2 will notify you of this and you may have a right to cancel the Agreement in accordance with clause 5.9.

6.7 Payment in full:

You must pay your Charges on your monthly bill to O2 in full by the date stated on your bill. If the Charges are not paid in full and on time, we or O2 can stop you using some or all of our Services and may cancel this Agreement. If you think there is mistake in your bill, please tell the O2 Team as soon as possible so that they can check this.

6.8 Late payment:

If you do not pay a bill by the due date, O2 can charge you interest on what you owe at 2% per annum above the base rate of HSBC Bank Plc. That interest will be calculated from the due date until you pay and on a daily basis. O2 may also charge you a late payment fee for any reasonable administration or collection costs which O2 incurs if you do not pay your bill on time and in full.

6.9 Deposits:

We (or O2) may require you to make a deposit to be used as security for the Charges before we (or O2 on our behalf) give you access to the Service or before we (or O2 on our behalf) continue to provide the Service to you. We do not pay you interest on deposits. A deposit is likely to be required if you have less than 4 months credit history with us and you wish to activate roaming on your account, for the reason set out in clause 11.7, or if you do not pay any of your bills in full and on time. We or O2 may use the deposit to pay any Charges that you owe us or O2 that you have not paid. If you do not owe us or O2 any money, we will repay the deposit to you:

- (a) if this Agreement is cancelled in accordance with clause 10.1;
- (b) or if you return your SIM under the terms of any customer returns policy that applies to your sale; or
- (c) if you ask, after three months of continuous on-time bill payments. If you don't ask for the deposit back, it will be added as a credit to your account.

7. Liability

7.1 Exclusions:

In terms of this Agreement, we exclude all liability to you in any way for:

- (a) any losses where we are not at fault or which haven't resulted naturally from our breach;
- (b) any loss of income, business or profits, costs, expenses, or any other form of financial loss;
- (c) any corruption or loss of data in connection with the use of the Services; or
- (d) any losses or damages which were not reasonably foreseeable when we entered into this Agreement.

7.2 Limited liability:

We are only liable to you as set out in this Agreement and have no liability other than the duty to exercise the reasonable skill and care of a competent mobile telecommunications service provider and retailer. We will pay for any damage or losses if we are liable to you for something we or anyone working for us does or does not do. However, our obligation to pay damages or losses is limited to £3,000 for one incident or £6,000 in total for any number of incidents within any 12 month period.

Nothing in this Agreement removes or limits our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentations we make. Nothing in this Agreement will exclude or restrict the liability of either you or us for any liability that can't be excluded or restricted by law.

7.3 Third parties:

You may be able to use our Services to upload or transmit email or Content over the internet or to access third party websites, Content and other material which is branded or provided by third parties, and to acquire goods or services from third parties. We and our Network supplier merely act as a “pipe” transmitting this Content to or from you and do not have any control or exercise any control over this Content, the third parties, or any goods or services they may provide. We and O2 therefore have no responsibility or liability to you for these third party sites, their Content, or for any goods or services you may obtain from them. You are responsible for any Content that you upload or transmit. We nor O2 are responsible for notifying you of changes made by such third parties to the third party sites, Content, goods or services, or to their terms as such changes are outside our control and we may not be aware of them.

7.4 Timelines:

You must tell us about any claims you want to make against us as soon as reasonably possible. This will allow us to look into your claim and any relevant account records we have on our systems before we delete the records in accordance with our legal obligations.

7.5 Things beyond our control:

We will not be liable to you if we are unable to provide you with the Services or perform any of our obligations under this Agreement because of something beyond our control. Such factors may include, but will not be limited to, acts of God, industrial action, war, terrorist act, governmental action, any act or decision made by court of competent jurisdiction, or delay, default or failure by a third party supplier or network operator.

7.6 Continuation:

This section 7 will apply even after this Agreement has ended. If you are a consumer, the terms of this Agreement will not affect any rights you have under any statute which cannot be excluded by the terms of this Agreement. For more information on the rights you have under statute contact your Local Authority Trading Standards Department or Citizens Advice Bureau.

8. Suspending or Disconnecting Access to our Services

8.1 Suspension for Network problems:

We or O2 may temporarily suspend your use of the Services (or any part of it) or disconnect any SIM from the Network without warning if the Network needs urgent maintenance or upgrading or for reasons of security. We and O2 will try to make sure this does not happen often.

8.2 Suspension or termination for other reasons:

We or O2 may also suspend or terminate your use of the Services (or any part of it) and disconnect your SIM from the Network without giving you notice if you, or anyone who uses your SIM:

- (a) does not keep to the conditions of this Agreement, including the provisions of clause 4.2, any terms and conditions relating to Additional Services or any promotional or special offers;
- (b) damages the Network or puts it at risk;
- (c) continually harasses, abuses or threatens, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our staff or property, or that of our agents;
- (d) notifies us or O2 that your SIM has been lost or stolen. We may also tell other network operators who may choose to prevent it from being used on their networks too;
- (e) exceeds any credit limit we may have set for you or does not pay a bill when it is due;
- (f) is required to be suspended following an order, instruction or request from any governmental body, any emergency service appropriate authority to request such suspension;
- (g) has provided us with information that we reasonably believe is false or misleading;
- (h) if you do anything (or permit anyone else to do anything) which we reasonably think adversely impacts the Service to our other customers or may adversely affect the Network or our reputation ;
- (i) suspends or cancels any direct debit for your account or otherwise allows it to become inactive;
- (j) engages in fraudulent activity on your account or we or O2 reasonably believe you have done so; or
- (k) contravenes O2's Fair Use Policy. Suspension may result in us cancelling this Agreement. If we cancel this Agreement, you may lose your phone number and any Add-on on your account (see clause 10.4).

8.3 Reconnection Charges:

We or O2 may charge you an unbarring charge and, if relevant, a fee to reconnect you to our Services except where the reconnection is required as a result of Network problems as set out in clause 8.1. Details of any fee are set out in the O2 Tariff Terms As a condition of unbarring or reconnecting your Service, O2 may require that you set up a direct debit authority for the payment of any future Charges. If we or O2 bar your Service because you break this Agreement, the Agreement will still continue. You must pay all Charges until the Agreement is correctly ended under clause 10.

8.4 Unlocking your handset:

Our handsets are sold to you unlocked. If for any reason you need help unlocking a handset, please contact the Team on 0345 6000 789* (789 from your Virgin Mobile Handset)

9. Queries, Disputes and Contact Details for your Services

9.1 Contact us:

If you have a pre-existing, recorded complaint or query about our Services that is being looked into by us, you can contact us at any time by calling the Virgin Media team on 0345 6000 789* (789 from your Virgin Mobile handset) in the UK, by writing to us at The Team, Virgin Media, Sunderland, SR43 4AA.

If you have a new complaint or query about our Services, you can contact at any time by emailing O2 through the O2 website from the "Contact Us" page or contact O2 customer services (details are on your bill or on the "Contact Us" section of the O2 Website). We will try to resolve your query or dispute as quickly as possible.

These terms only relate to your airtime contract. Any complaints about devices, handsets or device insurance will still be handled in the same way in accordance with their respective terms and conditions, and will not change.

For help and support with your O2 Pay Monthly account, please head here (o2.co.uk/contactus) or ring 202 for free from your O2 mobile, 0344 809 0202 from any home phone (standard UK rates) or +44 7860 980 202 if you're abroad (free from an O2 Pay Monthly mobile, other providers' charges might vary).

9.2 Still not happy?:

If we or O2 don't resolve your complaint you can contact the Ombudsman Services: Communications (save in respect of any disputes progressed prior to the date upon which you're successfully migrated to an O2 Mobile Plan, in which case the Communications and Internet Services Adjudication Scheme (CISAS) will be dealing with such dispute). You can find their details at <http://www.ombudsman-services.org/communications>. They offer a free, independent service, but will only deal with your complaint if it's still unresolved after 8 weeks or there is a deadlock situation. The European Online Dispute Resolution site ec.europa.eu/consumers/odr/ allows consumers to submit disputes relating to online purchases with us. You can check the O2 Website for a copy of its Code of Practice on complaints and for O2's latest information on alternative dispute resolutions. We and O2 are here to help. If something goes wrong, we and O2 want to put it right. You can find out more about O2's complaints process in its Customer Complaints Code which can be found at <https://www.o2.co.uk/how-to-complain>. We or O2 may replace this with another dispute resolution service at our discretion.

10. When our Agreement ends

10.1 Your right to cancel:

Subject to clause 5 and 10.4, you may cancel this Agreement:

- (a) at any time for any reason by giving not less than 30 days' notice by calling the O2 customer services team ;
- (b) by giving not less than 30 days' notice if we break this Agreement in any material way and do not put it right within 7 days of you asking us to;
- (c) if all of the Services are permanently no longer available to you;

- (d) if you do not accept any change that provides you with a right to cancel which we or O2 notify you about and you notify us or O2 in accordance with clause 5.3 that you do not accept such change; or
- (e) at any time by terminating your services using a STAC code or moving your number to another provider using a PAC code.

10.2 Our right to cancel:

We may cancel this Agreement immediately in the following circumstances:

- (a) if we or O2 have the right to suspend your access to the Services for any of the reasons set out in clause 8.2 and we or O2 believe that the grounds are serious and have not been, or are unlikely to be, rectified;
- (b) if you break this Agreement in any material way and do not put it right within 7 days of us or O2 asking you to;
- (c) if you do not pay the Charges in full or on time as set out in clause 6.7 or you become bankrupt or make any arrangement with your creditors;
- (d) if the Network owner no longer makes the Network available to us;
- (e) if our authority to operate as a public communications provider is suspended for any reason;
- (f) if in our reasonable opinion it is necessary to do so for security, technical or operational reasons;
- (g) at any time by terminating your services using a STAC code or moving your number to another provider using a PAC code; or
- (h) we or O2 reasonably believe that the Service is being used in a way forbidden by clause 4.2, even if you don't know that the Service is being used in such a way;
- (i) we or O2 reasonably believe that you are infringing or have infringed our IP Rights or the IP Rights of a third party; or
- (j) you refuse to return or unreasonably delay in returning any payment, refund or credit that has been made to you in error or for the incorrect amount.

10.3 Cancellation notice:

We reserve the right to cancel your right to use our Services at our sole discretion by giving not less than 30 days' notice.

10.4 Effect of cancellation:

If this Agreement is cancelled you will need to pay O2 on cancellation all unpaid Charges on your account, including the Charges for the notice period. If this Agreement is cancelled for any reason:

- (a) your SIM will be disconnected from the Network;
- (b) you will not be able to use our Services at all;

- (c) you will lose your phone number (unless you move to another network) and must return your SIM to us (if provided by us); and
- (d) you will lose any unused Add-on credit on your account (except in the circumstances set out in clause 5.4).

11. Your details and how we look after them

11.1 Credit checks:

We, O2 or the retailer you purchase your SIM from may carry out credit checks where necessary to help us, O2 or the retailer confirm your identity and decide whether to accept your application. The credit check will include looking at our own and the retailers information (if you apply through a retailer that is not Virgin Mobile), the details you have given us, and registering and checking your information with credit reference agencies and fraud prevention agencies who will also check the details of anyone you are financially associated with – for example, people you may have a joint bank account with. You agree that we, O2 or the retailer may conduct these checks and also register information about you and the conduct of your account with any credit reference agency who will also record our search on their records. For the same reasons we or O2 may also perform subsequent credit checks whilst you retain a financial obligation with us or O2. For the purpose of fraud prevention, prevention of money laundering, debt collection, credit management and emergency services purposes, information about you and the conduct of your account may be disclosed to credit reference agencies, debt collection agencies, fraud prevention agencies, security agencies, financial institutions, law enforcement agencies, emergency services organisations or other phone companies for example, when: checking details on applications 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. If you want details of the credit reference or the fraud prevention agencies from whom O2 get, and with whom O2 record, information about you or you want to receive a copy of the information O2 hold about you (O2 will charge a fee), please write to the Data Controller at Telefónica UK Limited, 260 Bath Road, Slough, SL1 4DX or go to the 'Contact Us' section of the O2 Website. You'll need to tell O2 your full name, address, account number and Mobile Phone number. You have a legal right to these details.

11.2 Our credit assessment:

If our assessment of you does not meet our normal requirements, then we may require you to make a deposit with us or we may refuse to provide you with Services.

11.3 Recording:

We may record or monitor any conversations about your account or our Services to assist us to improve the quality of service we provide to you

12. General

12.1 Change of details:

You must give us and O2 your current email address and postal address for the purposes of billing and receiving notices and other communications from us and/or O2. You cannot provide addresses for businesses or organisations. You must call the Team straight away about any change in your address, email address, any direct debit for your account, or any other change to details you have supplied to us. You're responsible for making sure your email address works and you'll be responsible for all

consequences for errors in sending and receiving email (including our emails being directed to your "junk mail") unless we or O2 are negligent. If you want to update the email address, we have for you, please do this online at MyO2.

12.2 Age Restricted Services:

You're solely responsible for assessing the accuracy and completeness of Content and the value, age-appropriateness and integrity of goods and services offered by third parties over the Service including if you pay for that Content, or those goods or services using the Service(s). Unless otherwise specified, we nor O2 will be responsible for any transaction for third party goods and services, unless we or O2 are negligent.

12.3 Severability:

If a clause or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. We can replace any clause or condition that is not legally effective with a clause or condition of similar meaning that is lawful and effective.

12.4 Enforcement:

Failure by either you or us to enforce any rights under this Agreement shall not prevent either you or us from taking further action.

12.5 No third party rights:

This Agreement does not confer any benefit on any third party under the Contracts (Rights of Third Parties) Act 1999.

12.6. Inconsistency or conflict:

Where there is any inconsistency or conflict between the online terms and conditions and any print versions of the same terms and conditions, the online terms and conditions shall prevail. In the event of any inconsistency between the terms of this Agreement and the aforementioned O2 General Terms, these terms and conditions shall prevail (including, but not limited to, your contract being with Virgin Mobile Telecoms Limited).

12.7 Law:

This Agreement is to be interpreted in accordance with the laws of England and each of us agrees to only bring legal actions about this Agreement in a UK court. This Agreement is 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 four parts of the United Kingdom (England, Wales, Scotland or Northern Ireland) which part's courts will have exclusive jurisdiction.

* Please note standard charges apply, please check with your network operator for rates.

12.8 Notices:

Any notices of change we or O2 give to you will be provided in accordance with clause 5.6. Other than where we (or O2) inform you via our respective websites or via bill communication (e.g. clause 5.6.2), any other notices we (or O2) give to you must be in writing and be delivered by hand, post or sent to you electronically (e.g. by electronic message, email, SMS or via My Virgin Media or MyO2 (as

applicable)). 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 or O2 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 the O2 Website 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 or O2 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 post, or from the date of successful transmission if it is sent electronically.