



# Terms and Conditions.

(Sorry, even we couldn't make this exciting.)

From 1 November 2022

(as amended on 21 July 2023)



## TERMS AND CONDITIONS

Please find enclosed the following terms and conditions:

- Terms and conditions of your residential customer service agreement for Virgin Media Television, Virgin Broadband and Virgin Phone services;
- Annex A: 'Vold' Promotion Terms and Conditions for Virgin Media services; and
- Annex B: WiFi Guarantee with WiFi Max 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'); and (3) Virgin Media Payments Limited, (Company Number 06024812), whose registered address is 500 Brook Drive, Reading, RG2 6UU ('Virgin Media Payments').

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.
- 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. 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 N of the **agreement**.
- We will normally notify you when your **minimum period** is about to end

#### 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 then 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.

#### Paying for your service – See Section I

- You must pay Virgin Media Payments the 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, which may also include a third party service provider if we already have an arrangement with them and you have asked us to add payment for those services to your bill.
- You need to make sure you pay your bill so that Virgin Media Payments receives payment before the due date 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, such as the late payment charge and/or any charges levied by your bank or building society against us (or Virgin Media Payments) for failed cheques or direct debits. Please see the **price guides** for details.

#### How do I end my agreement? – See Section N

- You can cancel this **agreement** at any time by giving 30 days' notice.
- If you cancel this **agreement** 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 here [early disconnection fees](#).

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

#### Moving within the Virgin Media network area

- When you take our **services** you agree to take these at your home address.
- If you move home to an area where our **services** are available then you can ask us, on 30 days' notice, to transfer your **services** to your new address, which we will do provided there is sufficient capacity on our network. A service transfer fee may apply, please see the **price guides** for details.
- 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 (e.g. 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 you move to an address within our network area, we cannot guarantee to provide you with the same **services** at your new address (e.g. where there is insufficient capacity on our network). If we are unable to provide **services** to you at your new address, or if what we can provide is not equivalent to the **services** 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.

### Moving outside of the Virgin Media Network during your minimum period

- The Virgin Media Network service area does not cover all of the UK – please use our post code checker by clicking [here](#) to check availability. If you are moving to a property outside of our network we will no longer be able to provide **services** to you. If this is during your **minimum period** it will mean that you will be asked 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 by clicking [here](#) for further information.

### Changes to prices, terms and conditions and the services we provide to you – See Sections K and N

- We may increase our charges under this **agreement** at any time. We may also change these terms and conditions, the equipment, and the **services** that we have agreed to provide to you.
- Subject to the 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 N.
- 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**, or to certain cost-based charges (e.g. paper billing charges or international rates) in a way that is not likely to materially disadvantage you (see paragraph N6 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 notify you in accordance with paragraph N10 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 N6(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 N6(b) for further information).

### Suspending and ending Services – See Sections L and P

- 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 and it can be found by clicking [here](#).

### Ending this agreement – See Section N and R

- 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 (see Sections K and N); 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 Staff section by clicking [here](#) and Section N 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 (click [here](#) to view the policy). See Section R 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 Section R14

- You also have rights and remedies that apply in addition to any of the rights we give you under this contract. 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 (click [here](#) to view the policy).
  - As a communications provider, we are also regulated by Ofcom and are required to comply with the General Conditions of Entitlement, Part C of which contains a number of consumer protection obligations, including rights to compensation for certain delays or failures that arise when you switch provider or port your number to a new provider. For more information on your rights under these General Conditions, please see Ofcom's website: [www.ofcom.gov.uk/phones-telecoms-and-internet/information-for-industry/telecoms-competition-regulation/general-conditions-of-entitlement](http://www.ofcom.gov.uk/phones-telecoms-and-internet/information-for-industry/telecoms-competition-regulation/general-conditions-of-entitlement).
  - For more details on your rights as a consumer please visit the Citizens Advice website at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)
- ### Your information – See Section J
- Although not part of this **agreement**, our [Privacy Policy](#) and [Cookies Notice](#) explain how we use your data. Other Virgin Media group companies use your data, so please read these.
  - Section J also sets out how we may access information on the **services**.

## FULL TERMS AND CONDITIONS

### A. General

1. As well as these terms and conditions, the contract that you will have been sent together with any service change receipt, the **services** have Legal Stuff which applies to the **services** and their use, as published by us on the **Virgin Media website**.
2. 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 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).
3. From time to time we may let you try certain extra things for no additional charge, e.g. 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

1. We aim to offer a **television service** covering a wide range of interests.
2. (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 paragraph N10(a) and you will have a right to cancel this **agreement** without paying an early disconnection fee under paragraph N8(b).
3. 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.
4. 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**.
5. 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.
6. 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.

7. 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 ([click here to see them](#)) 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).
8. 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.
9. 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

1. 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 able to arrange for us to keep your existing phone number when you transfer your line to us, we cannot guarantee this.
2. 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. However, you do have the right to transfer to another provider either an existing phone number that you transfer to us, or a phone number which we allocate to you. You have the right to transfer your phone number to a replacement provider within 31 days from the termination of your account with us. The details regarding your right to switch providers and port your number are available from our customer services team.
3. You agree that we will give you 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.
4. 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.
5. 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.
6. 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** ([www.virginmedia.com/callcosts](http://www.virginmedia.com/callcosts)). Otherwise, you can call us to request a copy. Rates set out in our **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**.
7. 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:
  1. restrict, suspend or end your **services**; and/or
  2. 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.
8. Call features and **services** functionality are subject to variation and may not be available in all network areas. See [www.virginmedia.com/callcosts](http://www.virginmedia.com/callcosts) for details of call features.
9. 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 R1 below, we cannot accept responsibility for issues arising out of incompatibility.
10. 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:
  1. you should keep your broadband router plugged in and switched on at all times to make and receive calls; and
  2. 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.

11. 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.
12. 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 billed accordingly.

13. 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 you need to 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 provision of equipment relating to accessibility needs, such as an emergency backup and any other **equipment** we provide to you if we have provided you with an emergency back up line, in the event of a power or network failure the emergency back up line will allow you to make emergency calls (e.g. 112 and 999), and subject to paragraph C.7 above it may also allow you to make dialled calls at no extra cost to certain select non-emergency numbers as set out in our latest tariff guide (see [www.virginmedia.com/callcosts](http://www.virginmedia.com/callcosts)). Access to non-emergency numbers will be subject to your location and network availability. If we provide you with an emergency back up line device, the device should always be connected to your Hub and to mains power, and the sim included in such device is provided solely for use within the emergency back up line device during a power or network failure. If we have reasonable grounds to suspect that the sim is being used in a device other than the emergency back up line device, we reserve the right to immediately suspend without notice calls using that sim to non-emergency numbers. If you then subsequently re-insert the emergency back up line into the emergency back up line device the emergency back up line device will not allow you to make calls to non-emergency numbers in the event of a power outage. Calls to 112 and 999 will continue to be allowed.

## D. Virgin Broadband

1. For internet access you need to make sure that your **equipment**, such as your computer or device (tablet or mobile phone) will connect to the **equipment** we provide to you. We will try to minimise the impact of internet access, and we will restore internet access to you 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.
2. In order to keep providing a great level of service, we may modify or temporarily suspend internet access, 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 the internet access, and we will restore internet access to you 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.
3. Due to the nature of the internet, we cannot guarantee specific levels of performance for internet access.
4. 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 internet access.
5. 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**.
6. 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 (by clicking [here](#)) on what happens to your email when you leave us.
7. 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.
8. **Internet access** 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. Services and Equipment

1. We will agree with you a date for installation or delivery of **equipment** or activation of the **services** and we will fit and keep to the 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. See section R15 for additional rights you may have in relation to delays or failures arising from a switching or porting process.
2. 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.
3. 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 related **service** if that **equipment** is necessary for the provision of the **services** you are taking from us, then you may end this agreement and in these circumstances we shall not be under any liability whatsoever to you for any failure to provide the **services** to you, 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**. Please note that you may not return any **equipment** you later wish to alter the routing or location of any existing **equipment** such as cables or wall sockets, you should contact us.
4. 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, to 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.

5. 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.
  6. 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**.
  7. 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**.
  8. You are responsible for applying for any consents and permissions necessary for us to connect and maintain the **equipment** at your home (e.g. 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.
  9. Our obligation to provide the **services** is also subject to survey. If a survey shows that the **equipment** cannot be installed or connected at 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**.
  10. 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:
    1. your home is outside our service area or in a part of our service area where no cables have been laid, or we are unable to activate the **services** on your line or at your home for any reason;
    2. you do not qualify under our current credit policy;
    3. you have previously misused our television service;
    4. your computer or device (or its operating software) does not work correctly or as reasonably expected for internet access; or
    5. it is not practical to carry out the connection for health and safety reasons or for any other reason.
  11. We may monitor any content or material transmitted over the system, 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**.
6. 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).
  7. 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.

## G. Using the services

1. 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**:
  1. send a message or communication that is offensive, abusive, defamatory (damages someone's reputation), obscene, menacing or illegal;
  2. cause annoyance, nuisance, inconvenience or needless worry to, or infringe the rights of, any other person;
  3. perform any illegal activities;
  4. break, or circumvent, (or attempt to do so), the security of our network, **equipment**, content, hardware or software;
  5. deliberately receive, use, own, post, make available, transmit or publish, offensive, harmful and/or illegal material (including images of child abuse);
  6. 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;
2. You may not 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:
  - i) as set out in Section W in respect of open source software; and
  - ii) that you may make a back-up copy of the software we provide for your personal use; or
3. You must not use the **services** in a manner not consistent with reasonable residential domestic use;
4. You must not 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;
5. You must not use the **services** in a way that:
  - i) risks degradation of services to other customers;
  - ii) puts our network at risk;
  - iii) is not in keeping with that reasonably expected of a residential customer; and/or
  - iv) breaks the law or infringes the rights of any other person.
6. The following acts are also not permitted:
  - i) 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);
  - ii) re-selling, or making any charge for watching or using, all or any part of the **services**; and/or
  - iii) showing all or any part of the **services** to the public even where no admission fee is charged.
7. If we believe that you are using the **services** in any of the ways set out in paragraph G1 and consider it to be a serious issue, we are entitled to reduce, suspend and/or terminate any or all of the **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.
8. 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.
9. 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 G.
10. Unless we advise you otherwise, please take reasonable steps to make sure that, while it is 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**.

## F. Looking after the Network and Equipment

1. 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.
2. 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 N10 and you may have a right to cancel your agreement.
3. Our network, **equipment** and **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.
4. 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:
  1. 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
  2. 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
  3. 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
  4. the technician diagnoses the fault in the **equipment** as being caused by misuse, neglect or accidental or wilful damage; or
  5. the technician discovers that the fault or other problem relates to your **equipment** or any system that we are not responsible for.
5. 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 paragraph F5.



6. 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.
7. 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 our **My Virgin Media account** (Virgin Media 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 Virgin Media 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**.

## H. 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**.
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 paragraph H.7 which means that TiVo Inc. can independently enforce the terms of this paragraph against you. 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.

## I. Paying for your services

1. You are responsible for and must pay the charges for the **services** as set out in our **price guides** (see [www.virginmedia.com/pricguides](http://www.virginmedia.com/pricguides)) or as otherwise notified to you (e.g. as set out in your order summary, change of service receipt and your bill), together with any applicable value added tax or other applicable taxes. All payments by you should be made to Virgin Media Payments, who will provide you with all necessary payment handling services for Virgin Media. Virgin Media Payments agrees 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 may charge you a separate service fee for collecting and processing such payments as provided in paragraph I5 (3) below.
2. We can change the charges as set out in paragraph K4, but if we do so, this may entitle you to end this **agreement** without needing to pay an early disconnection fee. You can read more about this in paragraphs N6, N7 and N8.
3. You must ensure that your payments are received by Virgin Media Payments 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 suspend or cancel the **services** and charge you the costs of debt recovery proceedings to recover any late bill you owe under this **agreement**. Reminders will normally be sent for default payments.
4. 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**. Where third party services you receive have been added at your request to your Virgin Media 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 N9, we are not responsible for notifying you of changes made by third parties to the third party services, charges or terms and conditions.
5. 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 sending or moving proportionate amounts to your first bill after the change and to your payments every month after that.
  2. You may choose to pay your bills by cash, cheque, credit or debit card, or by Direct Debit. For further information on how to pay your bill please visit the Help and Support website by clicking [here](#).
  3. Virgin Media Payments will provide you with payment handling **services** and unless you pay by Direct Debit you agree that Virgin Media Payments may charge you a separate payment handling charge for processing your payment which will be set out in the **price guides**.
  4. If any cheque or 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 paragraphs I3 and I5(3) will also apply.
  5. We will bill you electronically via an 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 is 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.
  6. The accuracy of the e-mail address you provide to us for E-billing purposes is entirely your responsibility.
  7. 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:
    - i) you access that e-mail account and read the relevant e-mail;
    - ii) you are disconnected from your e-mail account (for any reason); or
    - iii) for any other reason (other than our negligence) you fail to read the relevant notification.
  8. 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.
  9. 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.
6. 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 6UJ if you want to receive details of the relevant fraud prevention agencies. You have a legal right to these details.
7. 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) in advance for future charges; and/or
    2. enforce credit limits on you for any charges (to the extent that we and/or Virgin Media Payments, 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**.
  8. You must provide promptly and accurately all the information which may be needed so that we and Virgin Media Payments can perform our respective obligations under this **agreement**. You must also tell us immediately if any of your details change.
  9. 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.

## J. 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**.

## K. Changing this agreement

1. 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 additional **services**, **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 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 paragraph do not give rise to a new agreement.
2. Subject to paragraph N6, N7 and N8 we may at any time modify, amend or alter the terms of this **agreement**, the **equipment** and/or the **services** if:
  1. there is any change or amendment to any law, code of practice, guidance or regulation which applies to Virgin Media, Virgin Media Payments or the **services** provided to you;
  2. 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**;

3. for security, technical or operational reasons;
4. we decide to offer certain **content** as **Pay-Per-View programmes**;
5. we introduce new **services**, new service features, service improvements or **equipment**;
6. the changes or additions are exclusively to your benefit; or
7. 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.
3. 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 N13 without paying an early disconnection fee.
4. We and/or Virgin Media Payments may change our charges at any time. Any changes to your monthly charges will be notified to you in accordance with paragraph N10.
5. Please note that some TV **services** and, for the time being home phone are not available in 2022/23 network expansion areas.

## L. Suspending Services

1. We may suspend or reduce any of the **services**, immediately without notice for as long as the suspension event persists if:
  1. 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);
  2. you exceed any allowance applicable to your **services** (and in such an instance we may also reduce the level of **services** affected);
  3. you go over any credit limit on your account or you cancel your direct debit and we haven't agreed an alternative means of payment;
  4. we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the **services** and/or the **equipment** or at any time during the provision of the **services**;
  5. 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, using the **services** or **equipment** (or both);
  6. 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;
  7. you have broken any of your obligations in Section Q; or
  8. in our reasonable opinion it is necessary to do so, e.g. 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:
  1. maintenance, repairs or improvements to any part of the **equipment**, the **services**, the network or the **system** need to be carried out, including for example, when dealing with threats to the security or integrity of the network or the **services** we provide; or
  2. we have to do so by law.
3. If the **services** are reduced (and not suspended) because paragraphs L1(1) or L1(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:
  1. ask you to make a payment of a deposit (which shall be made to Virgin Media Payments) as security for your charges; or
  2. prevent you from making international calls and/or premium rated calls if in our reasonable opinion they form a significant proportion of your charges.



## M. 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:

1. the day after the delivery of the **equipment**;
2. the **service start date**; and
3. 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:
  1. dialling 0345 454 1111 from any phone (for information on how much this call will cost from a Virgin Media home phone visit [virginmedia.com/callcosts](http://virginmedia.com/callcosts). Call costs from other networks and mobiles may vary);
  2. writing to Virgin Media, Sunderland, SR43 4AA, or
  3. 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 paragraphs M5(1) and/or M5(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**:
  1. we may require you to pay us an amount proportionate to any **services** which we have provided you up until the cancellation date; and
  2. we will not refund any one-off fees for activation or installation of the **services** if you cancel the **services** after installation or activation.
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 guides** 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 service (or an equivalent) that you were on previously, in which case the minimum period you were on before will still apply.

## N. 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:
  1. dialling 0345 454 1111 from any phone (for information on how much this call will cost from a Virgin Media home phone visit [virginmedia.com/callcosts](http://virginmedia.com/callcosts). Call costs from other networks and mobiles vary); or
  2. writing to Virgin Media, Sunderland, SR43 4AA.
2. If you end this **agreement** in accordance with paragraph N1, you may 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 M above, or under paragraphs N6, N7, N8(2), N11 and R1(2) below) you may have to pay an early disconnection fee as set out in paragraph N5 by way of compensation to us for ending the **services** early.
4. If you break this **agreement** and we end this **agreement** under Section P (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 N6 and paragraphs N7 and N8, if we and/or Virgin Media Payments:
  1. increase our monthly charges under this **agreement**;
  2. increase any of our other charges that you are required to pay under this **agreement**
  3. 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
  4. 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
  5. 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 your cancellation notice within 30 days of us notifying you. If you cancel this **agreement** under this paragraph N6, your contract will terminate on the earlier of (i) 30 days after your notice is deemed delivered in accordance with paragraph T3, 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 N7, N8 and N9 apply, if the change described in N6(1) to N6(5) (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 within your minimum period for your core **services**, you may still be required to pay an early disconnection fee as set out in paragraph N(5) 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**;
- (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 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 N6. 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. Your right to cancel without paying an early disconnection fee set out in paragraph N6 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:

1. the change is purely administrative and has no negative effect on you;
2. the change is due to a change in law (including a change required by government or a competent regulatory body) that applies to us and/or the **equipment** or **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
3. 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 N7 in accordance with paragraph N10(2). If you decide to cancel this **agreement** due to a change made for the reasons set out in this paragraph N7 and you are still within your minimum period, you may still be required to pay an early disconnection fee as set out in paragraph N5 by way of compensation to us for ending the **services** early.

8. (1) Subject to paragraph N8(2), where our charges, network, **equipment** or **services** change in the ways described below, you will not have the right set out in paragraph N6 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, 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** not return fees.
  - b) changes to the network, **equipment** or **services** which are variable and permitted under the terms for that **equipment**, network or service. Examples of such permitted variability include but are not limited to TV (see paragraph B2) and our updates (see paragraph F2);

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

(2) We will notify you of a change under paragraph N8(t) in accordance with paragraph N10. 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 N6 above.

9. 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.
10. (1) Where we make a change to the network, equipment, charges, services or the terms of this agreement in accordance with this paragraph N, and such 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 T.

(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](http://virginmedia.com/legal) so please check regularly for changes

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.
12. 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 engineer visits or miss appointments) we may extend the 30 days remedy period but we will always discuss this with you beforehand.

13. We may end this **agreement** immediately by giving you notice:

1. if our authority to operate as a **public communications provider** is suspended for any reason; or
2. if in our reasonable opinion it is necessary to do so for security, technical or operational reasons.

14. When this **agreement** ends or you cancel a **service**, we will deactivate (permanently switch off) any relevant **equipment** we supplied to you to provide the **services**. You will no longer be able to use the **equipment**.

15. If you fail to return or make available for removal any item of the **equipment** 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**.

16. If this **agreement** is ended for any reason, or if any of the **services** are cancelled, Virgin Media Payments 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.

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

1. 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 paragraph N5. 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 fee area of the Virgin Media website by clicking [here](#) for further information.

2. 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.

3. If you move to an address within our service 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.
4. If we agree to provide the **services** to your new address, you may have to pay a service transfer charge (to be paid to Virgin Media Payments). Details of the service transfer charge are set out in the **price guides**.
5. 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 (e.g. 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.

## P. If you break this agreement

1. We and/or Virgin Media Payments may end this **agreement** immediately if:
  1. 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;
  2. 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);
  3. 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;
  4. we and/or Virgin Media Payments have reason to believe that you have provided us 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**;
  5. any permission under which we are entitled to connect, maintain, modify or replace the **equipment** is ended for any reason;
  6. 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;
  7. 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;
  8. we and/or Virgin Media Payments are specifically entitled to do so under any other section of this **agreement**; or
  9. we validly suspend or reduce any of the **services** in accordance with paragraph L for a period of 30 days or more.
2. If you break this **agreement** and we and/or Virgin Media Payments choose to overlook it, we can still end the **agreement** with you if you break it again.
3. If we end this **agreement** because you have broken this **agreement** as set out in this Section P (including where you have not paid the charges which you are liable to pay under this **agreement**), we are entitled to:
  1. charge you for all charges (including usage charges and line rental) up to the date the **agreement** ends; and/or
  2. if the **agreement** is ended during any relevant **minimum period**, charge you an early disconnection fee as described in paragraph N5; and/or
  3. prevent and/or disrupt access to the **services**.
  4. 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.

## Q. Visiting your home

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:
  1. 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
  2. inspect any of your **equipment** which you may keep there.
2. 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**.
3. We cannot normally be required to remove permanent **equipment** installations if you end this **agreement** or move from your **home**.

## R. Liability to you

1. Neither Virgin Media nor Virgin Media Payments restricts or excludes liability to you for:
  1. death or personal injury resulting from our own or Virgin Media Payments' own (or our agents' or contractors') negligent act or failure to act; or
  2. fraud; or

3. 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](http://www.citizensadvice.org.uk) or call 03454 04 05 06. Additional information about your rights is set out at paragraph R15.
2. Except as set out in paragraph R1, neither we nor Virgin Media Payments will be liable to you for:
  1. any loss or damage which is not a reasonably foreseeable consequence of Virgin Media 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
  2. 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.
3. Except as set out in paragraph R1 our and Virgin Media Payments' liability to you is limited to:
  1. 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
  2. except for direct physical damage to your property, a maximum of £10,000 for any one event or series of connected events.
4. When we 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.
5. 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** 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** or **services**.
6. We will not be liable for any failure of safety, security or other alarm systems or monitors due to:
  1. incompatibility with our network; or
  2. power or network outages that are not our fault; or
  3. any other **matters beyond our reasonable control** or not due to our fault.
7. If you deal with any other individuals or organisations using the **equipment** or **services** (e.g. 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 the **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.
8. 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** or **services**. We also reserve the right to block access to any such material.
9. 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.
10. 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. 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.
11. If you experience faults with your Virgin Phone or Virgin broadband services, 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**, [click here to view](#). 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.
12. 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** ([click here to view the policy](#)). 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 service 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).
13. 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** (e.g. 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 G2), we may be entitled to reclaim from you the credit you have been provided under the **Virgin**

## Media Automatic Compensation Scheme.

14. 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, e.g. 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](http://www.citizensadvice.org.uk).
15. As a communications provider, we are also regulated by Ofcom and are required to comply with the General Conditions of Entitlement, Part C of which contains a number of consumer protection obligations, including rights to compensation for certain delays or failures that arise when you switch provider or port your number to a new provider. For more information on your rights under these General Conditions, please see Ofcom's website: [www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/telecoms-competition-regulation/general-conditions-of-entitlement](http://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/telecoms-competition-regulation/general-conditions-of-entitlement).

## S. Matters beyond our reasonable control

1. Neither we 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**.

## T. Notices

1. Other than where we inform you via our website or via bill communication (e.g. paragraph N10(2)), any other notices 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.
2. 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).
3. 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.

## U. Transfer of agreements

1. 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.

## V. The law and how your complaints are resolved

1. 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.
2. If any part of the **agreement** cannot be enforced, the rest of it will still apply.
3. 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.
4. 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](http://www.cisas.org.uk). This service is free of charge.

## W. Open Source Software

1. Certain components of the software for the **equipment** we provide to you are subject to so-called open-source licences. (For example, 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 G1(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/content/virginmedia/dotcom/en/shop/the-legal-stuff/acceptable-use-policy.html>.

### additional equipment

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

### add-on

an optional add-on that you choose to 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.

### 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.

### 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.

### cooling off period

where you have entered into a new contract with us, the 14 day period from the latest of (i) the day after the delivery of the equipment, (ii) the service start date, or (iii) the day on which you received a copy of these terms and conditions in printed or PDF format.

### 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.

### home

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

### Internet access

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

### 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 K, 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" 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.

### 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 18 months from the service start date.

### network

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

### non-bundle service

a service 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 <https://www.virginmedia.com/shop/the-legal-stuff/pricguides>.

### public communications provider

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

### service start date

1. the first date on which the service is available for you to use; or
2. where no installation is required, the earlier of the date the service is activated or 7 days from the date you ordered the service from us; or
3. where you install the services yourself (via Quickstart or a similar self-installation solution), it will be either the first date on which each service is available for you to use the services or the date we receive confirmation that your installation kit has been delivered, whichever is earlier.

### services

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

### 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 15(5) above), the My Virgin Media App).

### system

an electronic communications system or network.

### tariff guide

the fees and call rates for your Virgin Phone (home phone), available online at [www.virginmedia.com/callcosts](http://www.virginmedia.com/callcosts) or you can request a copy by calling us.

### 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, please click [here](#) to view this policy.

### Virgin Media website

the website at <http://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 television set, projectors, display monitors, computer interface card, printer and so on), including additional equipment.

## ANNEX A

### ‘VOLT’ PROMOTION TERMS AND CONDITIONS FOR VIRGIN MEDIA SERVICES

**The following promotion terms and conditions govern ‘Volt’ benefits for Virgin Media services and only form a part of your Virgin Media customer contract once an eligible order for your Virgin Media Services to be supercharged with Volt has been accepted by Virgin Media.**

These terms and conditions are in addition to:

- the standard terms and conditions of your residential customer service agreement for Virgin Media Television, Virgin Broadband and Virgin Phone Services (as provided immediately before these terms and conditions) (the “**Virgin Media Standard Terms**”);
- the Volt Terms and Conditions for O2 customers which govern the Volt benefits applicable to your eligible O2 Pay Monthly Mobile Plan (available at [www.o2.co.uk/termsandconditions/mobile/supercharged](https://www.o2.co.uk/termsandconditions/mobile/supercharged)); and
- the standard terms and conditions of your agreement for your eligible O2 Pay Monthly Mobile Plan (available at [www.o2.co.uk/termsandconditions/mobile/our-latest-pay-monthly-mobile-agreement](https://www.o2.co.uk/termsandconditions/mobile/our-latest-pay-monthly-mobile-agreement)).

Please read through these terms carefully.

Please note:

- Whilst you may be eligible to have your services supercharged with Volt as a result of having certain O2 and Virgin Media services registered at your residential address, separate contracts apply to the O2 and Virgin Media services and the relevant account holder(s) will be billed separately for these services;
- Your contract for Virgin Media services is with Virgin Media Limited and Virgin Payments Limited; and
- If you have an eligible O2 Pay Monthly Mobile Plan, your contract for that plan is with Telefonica UK Limited

For customers who have been supercharged with Volt or have had their Volt order accepted, Virgin Media reserves the right to change or withdraw the Volt benefits applicable to your relevant Virgin Media services or vary these Volt Promotion Terms and Conditions for Virgin Media services in accordance with the Virgin Media Standard Terms and Conditions. Otherwise, this promotion may be changed or withdrawn at any time and it shall not constitute a contractual modification for those existing Virgin Media broadband customers who already have an eligible O2 Pay Monthly Mobile Plan but did not place an order to unlock their Volt benefits pursuant to paragraph A.3 prior to such change or withdrawal.

#### A. What is “Volt” and how can you get the benefits?

- Provided you are not taking one of Virgin Media’s Essential broadband packages from 10 November 2022, if you have or sign up to both a Virgin Media residential broadband service and either: (i) an eligible O2 Pay Monthly Mobile Plan, or (ii) an eligible O2 Pay Monthly Mobile Plan is registered in another resident’s name at your address, you will be eligible to have the Virgin Media services at your residential address supercharged with Volt and receive the following Volt benefits for your Virgin Media services:
  - a broadband speed boost to upgrade you to the next available Virgin Media broadband speed tier (up to a maximum of 1 Gbps download speed) available to you at your residential address at the point you place your order to become supercharged with Volt. This does not include provision of the Upload Speed Add-On. Please see Section B below; and
  - our money-back WiFi coverage guarantee with WiFi Max, at no extra cost if you are on a Virgin Media broadband package of M50 or above. WiFi Max is subject to WiFi Pods stock availability. Please see Section C below
- If you have or sign up to an eligible O2 Pay Monthly Mobile Plan and become eligible for Volt benefits, then the Volt benefits for your O2 services are governed by the terms of your separate contract with O2 (available at <https://www.o2.co.uk/termsandconditions/mobile/supercharged>), which includes an explanation of which O2 Pay Monthly Mobile Plans are eligible for being supercharged with Volt, what are the Volt benefits for O2 services and the steps which need to be taken to receive the Volt benefits for O2 services.
- If you are an eligible new Virgin Media broadband customer, the Volt benefits for your Virgin Media services will be applied to your Virgin Media account from your Virgin Media service start date. If you are an eligible existing Virgin Media broadband customer, the Volt benefits for your Virgin Media services will be applied (unless we inform you otherwise) up to 14 days following either: (i) your O2 Pay Monthly Mobile Plan order; (ii) the purchase of an eligible O2 Pay Monthly Plan by another resident at the same residential address; or (iii) the activation of Volt benefits for an existing O2 Pay Monthly Plan.

- If you are an eligible existing Virgin Media broadband customer who already has an eligible O2 Pay Monthly Mobile Plan, you will need to visit your MyO2 online account to place an order to unlock the Volt benefits for both your Virgin Media and O2 services, which will be unlocked within 14 days of you doing so.
- You will not be able to enrol into the Volt benefits once they have been activated, unless you decide to cancel both your eligible O2 Pay Monthly Mobile Plan and your Virgin Media residential broadband service (or if the eligible O2 Pay Monthly Mobile Plan registered at your address is cancelled by the relevant account holder), as applicable. If you cancel your eligible O2 Pay Monthly Mobile Plan within 14 days of: (a) you receiving your O2 SIM following you purchasing an eligible O2 Pay Monthly Mobile Plan; or (b) you re-contracting to an eligible O2 Pay Monthly Mobile Plan at the same time as purchasing eligible Virgin Media broadband services, you may become ineligible for the Volt benefits for your Virgin Media services. Depending on the services you receive:
  - we may remove any applicable Volt broadband speed boost;
  - you will no longer be entitled to receive the WiFi Max service at no extra cost (unless you take Gig1 Fibre Broadband) and standard pricing will be applied going forward; and
  - if you were receiving the Ultimate Volt Bundle and you have cancelled your O2 Unlimited SIM, where you are the registered account holder of it, we may move your Virgin Media services to the Bigger Sports & Movies Bundle or the nearest equivalent bundle to Bigger Sports & Movies available at the time). If you would prefer to move to a different package, you should call Virgin Media to discuss your options.
- If you subsequently cancel your eligible O2 Pay Monthly Mobile Plan, where you are the registered account holder of it, or it is cancelled by the relevant account holder after the 14 day period referred to in paragraph A.5 above, the Volt benefits for your Virgin Media services may be lost when you next recontract to Virgin Media’s services.
- If we remove your Volt benefits from your Virgin Media services in accordance with our rights in paragraph A.5 or A.6 above, your Virgin Media services shall continue and your Virgin Media minimum period will be unaffected. Save for Sections A.5 and A.6 above, your Virgin Media services are entirely unaffected by the cancellation of O2 services whether by you directly or the relevant account holder at your residential address.
- If you are an existing Oomph customer:
  - your continued use of your Virgin Media mobile service shall be subject to Virgin Media’s standard pay monthly terms and conditions which can be found at [www.virginmedia.com/shop/the-legal-stuff](https://www.virginmedia.com/shop/the-legal-stuff);
  - your Virgin Media mobile service will continue to be provided on a 30 day rolling contract basis; and
  - if you cancel your Virgin Media mobile service by using your PAC code to switch to a new mobile service provider, your Virgin Media 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 Virgin Media package we will either: (a) automatically move your other services to the nearest equivalent Virgin Media package without a Virgin Media mobile service taking into account your current allowances and usage; or (b) where there is no equivalent package we will send you a new Virgin Media SIM with a new number as soon as possible to enable you to continue using your Virgin Media services as usual. If you end your Virgin Media mobile service, your other Virgin Media services will continue and your Virgin Media minimum period will be unaffected. If we have to send you a new Virgin Media SIM, 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 Virgin Media SIM.
- You may be required to upgrade or swap your equipment in order for us to provide the Volt benefits for your Virgin Media services. If this is the case, we will let you know and facilitate an equipment swap. Should you not agree to the equipment swap or fail to return your existing equipment we may not be able to provide you with your Volt benefits and we may charge you the replacement costs and reasonable recovery costs for that equipment. In addition, if you become ineligible for the Volt benefits and we remove your broadband speed boost in accordance with these terms and conditions, resulting in the need for you to return further equipment to us, we may also charge you the replacement cost and reasonable recovery costs for that equipment. It is your responsibility to keep any of our equipment safe and we will provide all required packaging to process these returns, as applicable.

#### B. Volt Broadband Speed Boost

- Your speed will only be boosted to the next available Virgin Media broadband speed tier (up to a maximum of 1Gbps download speed) available to you at your residential address at the point of you placing your order to become supercharged with Volt. This does not include provision of the Upload Speed Add-On.
- You’ll receive confirmation from us when we have applied your broadband speed boost.
- In the event that you become ineligible for the Volt benefits for your Virgin Media services, any applicable broadband speed boost may be removed and your Virgin Media broadband package will be downgraded to the preceding speed tier available at the time of boost removal.

## **C. WiFi Max**

1. WiFi Max is available to Virgin Media residential broadband customers on packages of M50 broadband or above. Availability of the WiFi Max service is subject to stock availability. Please see the section immediately below these Volt terms and conditions for Virgin Media services for the full WiFi Max terms and conditions.
2. If you are already subscribing to WiFi Max and paying for that service, a discount will be applied to your Virgin Media account within up to 14 days following either: (i) your O2 Pay Monthly Mobile Plan order; (ii) the order of an eligible O2 Pay Monthly Mobile Plan by another resident at the same residential address as the Virgin Media services; or (iii) if you are also already an existing eligible O2 Pay Monthly Mobile Plan customer, up to 14 days following your request to unlock this Volt benefit for the associated Virgin Media service via your MyO2 online account. The associated holder may not see the application of this discount until their next monthly bill.



## ANNEX B

### WIFI GUARANTEE WITH WIFI MAX TERMS AND CONDITIONS

#### The following terms and conditions govern Virgin Media's WiFi Max service.

These terms and conditions are in addition to the terms and conditions of your residential customer service agreement for Virgin Media Television, Virgin Broadband and Virgin Phone Services (the "Virgin Media Standard Terms").

Please read through these terms carefully.

#### 1. What is the WiFi Max service?

WiFi Max provides eligible customers with our WiFi Guarantee, backed up by our Intelligent WiFi service and (if needed) our signal boosting WiFi Pods.

#### 2. Who is eligible to receive WiFi Max and what do you get? WiFi Max is available to Virgin Media residential broadband customers on packages of M50 Broadband or above. Existing Intelligent WiFi Plus customers will receive a statement of change of contract on the date that they are moved over to WiFi Max, and from that date the WiFi Max terms and conditions shall apply to their continued use of that service. For the avoidance of doubt, existing Intelligent WiFi Plus customers will not receive more than 3 WiFi Pods in total (which includes any WiFi Pods that they may have already received prior to being moved over to WiFi Max).

#### (a) If you are subscribing to Gig 1, Ultimate Oomph or one of our Volt residential broadband packages:

- i. WiFi Max is available at no extra cost to your Virgin Media broadband service; and
- ii. WiFi Max provides you with our WiFi Guarantee – subject to the terms below, if you don't receive download speeds of at least 30Mbps in every room, if needed we will provide up to 3 WiFi Pods. If you still don't receive download speeds of at least 30Mbps after that, we'll give you a one-off credit of £100 on your next bill.

#### (b) If you are subscribing to our other residential broadband packages from M50 to M500 Fibre Broadband (with Volt):

- i. you can choose to subscribe to WiFi Max as an add-on for an additional monthly subscription price, and these WiFi Max terms and conditions will only form part of your Virgin Media customer contract once an eligible order for WiFi Max has been accepted;
- ii. if you choose to add WiFi Max to your account, you will be provided with one WiFi Pod initially which we will provide once we have confirmed your order for WiFi Max has been accepted;
- iii. WiFi Max provides you with our WiFi Guarantee – subject to the terms below, if you don't receive download speeds of at least 30Mbps in every room, if needed we will provide up to 2 more additional WiFi Pods. If you still don't receive download speeds of at least 30Mbps after that, we'll give you a one-off credit of £100 on your next bill; and
- iv. you can cancel your WiFi Max service at any time, just give us 30 days' notice. We may cancel your WiFi Max service at any time by giving you 30 days' notice.

**Please note: WiFi Max is not available to customers who are taking our Essential broadband package.**

#### 3. What happens if I change my Virgin Media broadband package?

- (a) If you subsequently cease to subscribe to a Virgin Media residential broadband package of M50 Broadband or above, your WiFi Max service may be terminated. If your broadband service is suspended, your WiFi Max service will be suspended too.
- (b) The price you pay for the WiFi Max service will depend on your broadband package. If you subsequently choose to upgrade or downgrade your broadband package, we shall inform you of the new price payable for the WiFi Max service. If you previously received your WiFi Max at no extra cost with your previous Virgin Media broadband package and you then subsequently pay for WiFi Max as an add-on as a result of a change you make, you acknowledge that the WiFi Max service is then an add-on which can be cancelled by either you or us on 30 days' notice.

#### 4. What equipment will I need?

- (a) In order to receive the WiFi Max service you will need either a Virgin Media Hub version 3, 4 or 5 with enhanced firmware features.
- (b) WiFi Pod availability is subject to stock availability, the terms of paragraph 2 above and the terms of our WiFi Guarantee in paragraph 5 below.

- (c) WiFi Pods require self-installation via QuickStart and can be delivered via Click & Collect or optional home delivery. Delivery charges may apply for home delivery. Delivery dates are subject to availability and could take over 30 days in busy periods. If we can't provide the date you've chosen we'll deliver on the next available date and confirm this by email. You must follow the set-up instructions that accompany your Hub and your WiFi Pods.

- (d) All equipment remains the property of Virgin Media. It must be returned to us upon request or a charge may apply, please see price guide available at [www.virginmedia.com/shop/the-legal-stuff](http://www.virginmedia.com/shop/the-legal-stuff)

- (e) Home environment, device limitations, number of users and time of day may affect WiFi performance. User speed varies with distance and depends on Pod and Hub location, as well as broadband package choice.

#### 5. How does the WiFi Guarantee work?

- (a) All customers who subscribe to the WiFi Max service are eligible for our money back WiFi Guarantee, which, subject to the terms below, guarantees you WiFi download speeds of at least 30Mbps in every room, or a £100 one-off credit on your next bill.

- (b) The WiFi Guarantee and eligibility for WiFi Pods does not cover broadband faults or broadband network outages. In the event that you are not receiving download speeds of at least 30Mbps in every room, we reserve the right to carry out a needs based assessment of your WiFi performance at the registered account address. This assessment may identify other root causes for the WiFi coverage issues you are experiencing, and we reserve the right to use our discretion in identifying the solution for improving your WiFi performance (which may include, but is not limited to, replacing your Hub, advising you to reposition your Hub and/or WiFi Pods or providing you with a technician visit).

- (c) In the event of WiFi Pod stock availability issues, we reserve the right to:

- i. provide you with alternative equipment to our usual WiFi Pods which perform a similar function; and/or
- ii. pay out the one-off £100 credit without issuing you with 3 WiFi Pods.

- (d) The scope of the WiFi Guarantee excludes the following:

- i. WiFi speed tests using a VPN connection (which may unduly cap the speed reported, and not be reflective of the actual speed delivered to your device);
- ii. exterior buildings (including, but not limited to, garages, sheds and garden offices);
- iii. unconverted loft (one that is unfurnished);
- iv. outside of the home;
- v. if you caused a fault, for example, incorrect use of devices;
- vi. failure to follow our reasonable instructions;
- vii. instances where we reasonably suspect that a claim is fraudulent, frivolous or vexatious; and
- viii. instances where you fail to inform us of any known restrictions within your control that would limit our ability to rectify the WiFi speed issue.

- (e) You can run a speed test at any time using our free Virgin Media Connect app. Make sure you're not connected to a VPN when you're testing, as this will unduly affect your results.

- (f) If you are subscribing to Gig 1, Ultimate Oomph or one of our Volt residential broadband packages and you are eligible for WiFi Max but you are not receiving download speeds of at least 30Mbps in every room, you can request your first WiFi Pod on the Virgin Media Connect app, or by heading to our online help page (see <https://www.virginmedia.com/support/help/check-services>), or by getting in touch through one of our accessible contact options (see <https://www.virginmedia.com/help/accessibility>). We will check your speeds and conduct a needs based assessment, and if you are eligible we will provide you with your first WiFi Pod.

- (g) If you have received your first WiFi Pod and once you have set it up you are still not receiving download speeds of at least 30Mbps in every room, you can request a second WiFi Pod by signing into My Virgin Media, clicking on Your Package and following the steps in the WiFi Max tab. Alternatively, you can get in touch through one of our accessible contact options (see <https://www.virginmedia.com/help/accessibility>). Our agents will run further tests to ascertain whether you need an additional WiFi Pod.

- (h) If you have received your second WiFi Pod and once you have set it up you are still not receiving download speeds of at least 30Mbps in every room, you can request a third WiFi Pod by signing into My Virgin Media, clicking on Your Package and following the steps in the WiFi Max tab. Alternatively, you can get in touch through one of our accessible contact options (see <https://www.virginmedia.com/help/accessibility>). Our agents will run some further tests to ascertain whether you need a third (and final) WiFi Pod.

- (i) If you are still unable to receive download speeds of at least 30Mbps in every room after installing your third (and final) WiFi Pod, you should contact us by signing into My Virgin Media and clicking on Your Package and following the steps in the WiFi Max tab. Alternatively, you can get in touch through one of our accessible contact options (see <https://www.virginmedia.com/help/accessibility>). We will run further diagnostic checks and we may send a technician to your home to check that your WiFi Pods are set up to give you the strongest possible WiFi signal. You agree to follow our reasonable instructions and (if we require it) provide our technician with access to your home on the day agreed for your visit. After that, if you still don't receive a WiFi download speed of at least 30Mbps in every room, you can contact us and we shall provide you with a one-off credit of £100 on your next Virgin Media bill. This credit is only available once to the account holder at any particular address.
- (j) Please note that we need to be notified via the specific channels stipulated in each of sub paragraphs (f)-(i) above, otherwise it will not be treated as a valid notification under these WiFi Max terms and conditions.
- (k) If the one-off £100 credit is applied to your account and you are subscribing to WiFi Max as an extra paid-for add-on, you may choose to continue paying for the WiFi Max service without the benefit of any further WiFi Guarantee or cancel WiFi Max by providing us with 30 days' notice.
- (l) Your rights and obligations under your agreement for your broadband or any other service with Virgin Media remains unaffected by the payment of the one-off £100 credit.

**6. Other terms**

We reserve the right to withdraw the WiFi Max service at any time. If you are a WiFi Max customer, we reserve the right to amend these WiFi Max terms and conditions, our pricing and the WiFi Max service in accordance with the Virgin Media Standard Terms and Conditions.

**7. Information collected as part of the WiFi Max service**

We need to use information about the WiFi Pods connected to your Hub and your connectivity experience (e.g. slow WiFi speeds or signal drop outs) so we can best manage your service. We use this and personal information related to the service in accordance with our privacy policy, a copy of which can be found at [www.virginmedia.com/shop/the-legal-stuff](http://www.virginmedia.com/shop/the-legal-stuff)

