



# Terms and Conditions

**Oomph      Television,  
Broadband, Phone and  
Mobile (move to O2  
plan)**

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

Effective from 1 June 2023

These terms apply from 1 June 2023 to any existing Virgin Media Oomph customer who has received written notification of these terms

## TERMS AND CONDITIONS

Your Oomph contract with us ("Contract") is made up of the following different parts (where relevant):

- Part 1: Virgin Media Television, Virgin Broadband and Virgin Phone services Terms and Conditions (**Part 1 Terms**);
- Annex A of Part 1: "Voll" Promotion Terms and Conditions for Virgin Media services" which apply to the Part 1 Terms only;
- Part 2: Pay Monthly and Pay Monthly SIM Only (Move to O2 plan) Terms and Conditions (**Part 2 Terms**);

These terms and conditions set out the Contract 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'); and (4) Virgin Mobile Telecoms Limited, (Company Number 03707664) whose registered address is 500 Brook Drive, Reading, RG2 6UU ('Virgin Mobile').

The sections of the Contract relating to the Virgin Mobile service have now been moved to the Part 2 Terms.

The Part 2 Terms apply to Oomph customers who have been notified by Virgin Mobile in 2023 that the Virgin Mobile part of their services are moving over to O2 Mobile Plans and tariffs as part of the continued integration and innovation of Virgin Media and O2 and their respective product offerings since we joined forces last year.

If you are a Virgin Oomph customer and continue to receive Virgin Media Television, Virgin Broadband and Virgin Phone services and Virgin Mobile service, Part 1 Terms and Part 2 Terms will apply.

If you decide to cancel your Virgin Mobile service only, the Part 2 Terms will no longer apply but your Contract (including the Part 1 Terms and Annex A) for the rest of your services (e.g. broadband, home phone and TV) will continue unless terminated in accordance with the Part 1 Terms.

Your cancellation rights in respect of the Contract are set out in:

- (a) Sections N and R of the Part 1 Terms in respect of cancelling the Part 1 Terms; and
- (b) Clauses 5 and 10 of the Part 2 Terms in respect of cancelling the Part 2 Terms.

## PART 1 - Terms and conditions of your residential customer service agreement for Virgin Media Television, Virgin Broadband and Virgin Phone services

Your use of the Virgin Media Television, Virgin Broadband and Virgin Phone services will be governed by these Part 1 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.

These Part 1 Terms do not apply to your Virgin Mobile services (please see the Part 2 Terms for Virgin Mobile).

### A. General

### B. Virgin TV

### C. Virgin Phone

### D. Virgin Broadband

### E. Services and Equipment

### F. Looking after the network and equipment

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### H. Using our equipment

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### K. Annual price adjustment and changing this agreement

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## U. Transfer of agreements

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

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## Summary of Part 1 Terms:

Below this summary are the full Part 1 Terms. These Part 1 Terms (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" in these Part 1 Terms, we mean all of these things in relation to the Virgin Media Television, Virgin Broadband and Virgin Phone services. 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.

## Annual price adjustment

- Unless we have informed you otherwise, your monthly subscription charges for your core services and any add-ons (apart from a few specified exceptions) which you may have chosen will increase each year in April by the Retail Price Index (RPI) rate of inflation announced by the Office for National Statistics in the preceding February of that year plus an additional 3.9% which is applied at the same time. If the RPI rate is negative, we'll only apply the 3.9%. This annual price adjustment will be applied from April onwards. We'll publish the exact percentage increase each year on our website as soon as it becomes available. See paragraph K2 for more details.
- If the above annual price adjustment does not apply to any of your services, we shall confirm this in your contract forms. For the avoidance of doubt, the annual price adjustment does not apply to certain exceptions, including (but not limited to) Essential broadband, Essential broadband plus or Talk Protected plans, but will apply to any add-ons those customers take (apart from a few specified exceptions).
- The above annual price adjustment:
  - » does not apply to additional admin charges (e.g. paper billing) or out-of-allowance charges (e.g. non-inclusive call charges); and
  - » will not provide you with a right to cancel this agreement.

## Paying for your service – See Section 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, the following sections tell you how this will impact your services other than your mobile services (which you can take with you if you move home within the UK). If you are unable to take your other services, we may need to change your airtime plan as described in Section K.6.
- If you move home to an area where our **services** are available then you can ask us, on 30 days' notice, to transfer your **serviceto** 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 there is insufficient capacity on our network (or a survey reveals complications with connecting your new property) to transfer your **services** to your new address, we will discuss what options might be available to you. If we are unable to provide **serviceto** you at your new address, or if what we can provide is not equivalent to the service we have provided to you at your previous address then you can cancel your **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 **serviceto** you. If this is during your **minimum period** it will mean that you will be asking to end your **services** early, so you may need to pay an early disconnection fee. If you are moving outside our network area but still within the UK, you should inform us of this when you submit your disconnection request, as we will credit you back the early disconnection fee if you follow our instructions and provide valid evidence of your new address within 30 days of our request for such evidence. Please visit the early disconnection fees area of the Virgin Media website by clicking [here](#) for further information.

#### Changing this agreement – See Sections K and N

- We may, at any time, change these terms and conditions, our charges (including charges that are not subject to the **annual price adjustment**), the equipment, and the **services** that we have agreed to provide to you.
- Aside from the **annual price adjustment** (which does not provide you with a right to cancel this agreement) and subject to the other exceptions explained below, if we do any of these things and the changes are not exclusively to your benefit, we will notify you of this and inform you of your right to cancel this **agreement** without paying an early disconnection fee by giving us notice in accordance with Section 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** (for example, the **annual price adjustment** pursuant to paragraph K2, or to certain cost-based charges (e.g. paper billing charges or international rates) - see paragraph N8 for more details); (b) purely administrative changes that have no negative effect on you; or (c) changes that are directly imposed by law, or where we have a legal or regulatory obligation to pass on cost increases, we will update you in accordance with paragraph N10(2) and you will not be entitled to cancel this **agreement** within your minimum period without paying an early disconnection fee.
- If the changes we make relate only to an add-on, any cancellation right will be limited to that add-on only (see paragraph 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 an early disconnection fee as described above.
- You can also cancel this **agreement** without needing to pay an early disconnection fee where we have:
  - » made changes described above to prices, terms and conditions or the **services** we provide to you (excluding the **annual price adjustment** pursuant to paragraph K2 and subject to the exceptions set out in paragraphs N6, N7 and N8) (see Sections K and N);
  - » not provided you with the **minimum guaranteed download speed** as set out in your customer contract or, if applicable, any service change receipt – please see the Legal Stuff section 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; or
  - » 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: <https://www.ofcom.org.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 and 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 PART 1 TERMS AND CONDITIONS FOR TV, BROADBAND AND PHONE

### A. General

1. As well as these terms and conditions, the contract that you will have been sent together with any service change receipts, the **services** have **Legal Stuff** which applies to the **services** and their use, as published by us on the **Virgin Media website**.
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 for us).

- 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

- We aim to offer a **television service** covering a wide range of interests.
- 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.
  - 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.
  - 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(d) and you will have a right to cancel this agreement without paying an early disconnection fee under paragraph N8(b).
- We may not be able to show some **content** or enable certain functionality (such as temporary downloads) on some of **your equipment**, such as iPhones or Android phones, as the third party we license the **content** from may not allow us to do this.
- Any example we have given of any **content** on the **television service** (including in advertisements, direct mail, in-store, on-line or on the telephone) is only an example of **content** that may be available as part of the **television service** at the time the example is given, and the example may not always be on the **television service** throughout the term of this **agreement**.
- We have the right not to make a **Pay-Per-View programme** available to you if you do not meet credit conditions set by us or if you have failed to pay any charges you owe.
- It is up to you to make sure that if minimum age recommendations apply to any part of the **television service**, those parts of the **television service** are not viewed by anyone below that minimum age.
- Except for Virgin TV Go and Virgin TV Control apps (and any updated or similar **services** we may provide from time to time), which you may use in accordance with their terms and conditions (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).
- By viewing the **television service** you acknowledge that the **equipment** we provide to you may be enabled by us to make recordings, on your behalf, of broadcasts of the types of programmes that match your preferences, for the purpose of enabling those broadcasts to be viewed at a more convenient time for you.
- We will not continue to provide you with the **television service** if we find out that you do not have a valid television licence.

## C. Virgin Phone

- If you are keeping an existing phone number but taking a phone line from us as part of the **services**, you authorise us to cancel that part of your agreement with your old provider which relates to renting that line. However, we cannot cancel any other agreements you may have with your old provider, e.g. for renting equipment or for extra lines. Although we are usually able to arrange for you to keep your existing phone number when you transfer your line to us, we cannot guarantee this.
- If we provide you with a phone line and you don't ask us to transfer your existing number, we will allocate a number to your phone line. The telephone number and any rights in it belong to us and you may not sell or agree to transfer the number to any person. 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 on our website and from our customer services team.
- You agree that we will give your details, including address and phone number to the emergency services. When ordering your phone service, you can choose whether we pass these details and your name to other authorised **public communications providers** and regulated directory service providers. This is so your details can be included in phone books and be obtained from publicly available directory enquiry services. You can update this choice at any time. We cannot accept any liability whatsoever for any failure by authorised **public communications providers** and regulated directory service providers to whom we provide information to comply with your listing request. We can tell you about other options that are available to protect and control how your information is used.
- You accept that your phone number must not be advertised in or on a public telephone box. If this happens, we may immediately suspend the **service** or end this **agreement**. However, we will use reasonable endeavours to contact you before we take this action.
- Your phone number and phone line are for private use by you and members of your household only. They must not be used for any activities not reasonably expected of someone using the **services** for domestic purposes, e.g. whilst a

reasonable amount of working from home is expected, your usage should be within what would be reasonably expected from a residential customer and we have no liability for any business losses you may suffer.

- Your phone package fees and call rates that are applicable from time to time may be viewed in our **tariff guide**, posted on this section of the **Virgin Media website** ([www.virginmedia.com/callcosts](http://www.virginmedia.com/callcosts)). Otherwise, you can call us to request a copy. Rates set out in the **Tariff Guide** take precedence over any rates shown in generic marketing material. Where we make changes to our tariffs, we will notify you of fee and call rate changes by publishing an updated **tariff guide** on the **Virgin Media website**.
- If your use of unlimited or no extra charge calls provided as part of your phone services exceeds that reasonably expected of a reasonable person using the **services** for domestic purposes, we may:
  - restrict, suspend or end your **services**; and/or
  - charge you our standard rates as published in our latest **tariff guide** for any calls exceeding those reasonably expected of a person using the **services** for domestic purposes.
- Call features and **services** functionality are subject to variation and may not be available in all network areas. See [www.virginmedia.com/callcosts](http://www.virginmedia.com/callcosts) for details of call features.
- Most security and personal alarms and health monitors should be compatible with our network. However, it is your responsibility to check with your alarm or monitor provider to ensure that your alarm or monitor is compatible. You should check that any other of **your equipment** is also compatible. Subject to paragraph R1 below, we cannot accept responsibility for issues arising out of incompatibility.
- We may provide your phone services over our broadband network or over a traditional copper network. You agree that the following provisions apply (in addition to the terms and conditions above) if we have told you that your phone **services** will be provided over our broadband network:
  - you should keep your broadband router plugged in and switched on at all times to make and receive calls; and
  - you acknowledge that if there is a power or network outage, your phone services will not work and you will be unable to make or receive phone calls, including calls to the emergency services. You should keep a mobile phone handy and charged and use your mobile phone to call the emergency services should you need to.
- If we provide your phone services over our broadband network and you have a security or personal alarm or health monitor which is connected to your phone line, this will not work during a power or network outage. You should check with your alarm or monitor provider to see whether your alarm or monitor is connected to your phone line and if this affects you. Any other of **your equipment** which you connect to your phone line may also not work in an outage.
- If a power or network outage occurs during a phone call, the call may continue for up to 10 seconds after the calling party has lost connection, and will be billed accordingly.
- For customers with accessibility requirements or for customers who do not have a mobile phone, we have measures in place to help in the event of an emergency. If you or a member of your household currently have accessibility needs, or develop accessibility needs at any time that you are a customer, you should tell us this as soon as possible so we can put measures in place to assist you. This might include the use of text relay. We might also include providing you with an emergency backup line to use, to allow you to make calls to the emergency services. For the avoidance of doubt, the provisions relating to **equipment** also apply to the emergency backup and any other **equipment** we provide to you.

## D. Virgin Broadband

- 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** by Ethernet or Wi-Fi connection. The Virgin Media Help & Support pages of our website can help you set up your connection—see [Help & Support](#).
- 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 this on your **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.
- Due to the nature of the internet, we cannot guarantee specific levels of performance for **internet access**.
- 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**.
- You acknowledge that we cannot guarantee you will be able to have and use any email address or mailbox or other name you request, and we may require you to select a replacement name if we believe that your current choice of name is, or is likely to be, in breach of the **Legal Stuff**.
- Any email address allocated by us to you will at all times belong to us and you may not transfer the address to any person. If this **agreement** ends, your right to use that email address will also end and you will no longer be able to use the email address, so please make sure you have an alternative email address and let your contacts know of the change, as we cannot do this for you. Please see our **acceptable use policy** for more detail on email address usage and our **Help & Support** page (by clicking [here](#)) on what happens to your email when you leave us.
- It is your responsibility to keep back-up copies of any data you upload to our network and you are responsible for any system you establish to monitor or manage your content online and internet use.
- 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 try and keep to this date, but we may have to change the installation, delivery or activation date. We will agree with you any such changes as soon as we can and let you know of the next available date. 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 **services** 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 do not move any **equipment**. Should you later wish to alter the routing or location of any existing **equipment** such as cables or wall sockets, you should contact us.
4. Where we do not need to install **equipment** at your **home**, we will either end 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 a **additional equipment** for use with the **services** and you have chosen not to take our recommendation, we cannot guarantee compatibility of what you intend 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 part of our service area where no cable has been laid, or we were 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**.

## 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 failure 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. We are not responsible if we 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;
    7. 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
    8. use any of the **services** in a manner not consistent with reasonable residential domestic use; or
    9. 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;
  10. 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.
  11. 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.
2. 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 **services**, we will reinstate the **service** if we have been able to resolve the issues with you within a reasonable time but we will need your reasonable co-operation to do so. We will terminate the **services** and **agreement** with you where this is not possible or if we consider, acting reasonably, that your breach is sufficiently serious and requires us to terminate the **agreement**. We may also immediately terminate the **services** we provide you and this **agreement** where we reasonably consider your misuse to be very serious or harmful to others.
3. We 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**.
4. 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.
5. Unless we advise you otherwise, please take reasonable steps to make sure that, while it is not in use, the electricity supplied to the **equipment** (such as the set top box or hub) is not turned off and that it is in standby or rest mode, as this allows us to send important updates (e.g. security updates) to the **equipment**.
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 your **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 apply a limited 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 (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** ([www.virginmedia.com/priceguides](http://www.virginmedia.com/priceguides)) 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 K1, but if we do so, this may entitle you to end this **agreement** without needing to pay an early disconnection fee (excluding the **annual price adjustment** pursuant to paragraph K2 and subject to the exceptions set out in paragraphs N6, N7 and N8). You can read more about this in paragraph N.
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 debt you owe under this **agreement**. Reminders will normally be sent for late bill 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 N6, 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 adding or removing 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 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 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 your 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 types 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. Annual price adjustment and changing this agreement

1. We and/or Virgin Media Payments may change our charges or introduce new charges at any time.
2. (1) Unless we have informed you otherwise, your monthly subscription charges for your services and any add-on parts (from a few specified exceptions) which you may have chosen will increase each year in April by the Retail Price Index (RPI) rate of inflation announced by the Office for National Statistics in the preceding February of that year plus an additional 3.9% which is applied at the same time. If the RPI rate is negative, we'll only apply the 3.9%. This annual price adjustment will be applied from April onwards.  
(2) The annual price adjustment will apply to the monthly subscription price you are paying at that time and also (if applicable) to the monthly subscription price payable after subsequent expiry of any applicable offer or discount. For example (just for illustrative purposes), if you joined in August 2023 on an offer price where the monthly subscription charge is £40 a month for the first 18 months, then standard pricing from month 19 (currently £56 a month), using RPI rates that are illustrative only:  
  
Year 1: In April 2024 you would see your offer price increase to £43.56 a month (if RPI announced in the preceding February was 3%, plus the 3.9%) i.e. £40 x 1.089 = £43.56. Your standard monthly price payable from month 19 would increase also (£50 x 1.089 = £54.45), although you would not pay this amount until February 2025, 18 months from the date that you entered your contract; and  
  
Year 2: In April 2025 (provided you have not re-contracted onto another price) you would be paying the standard monthly price and you would see

your monthly subscription charge increase from £54.45 to £56.57 a month (if RPI announced in the preceding February was minus 1.5%, meaning we only applied the 3.9% increase) i.e. £54.45 x 1.039 = £56.57355;  
(3) In accordance with paragraph N10(2), we will publish the exact percentage increase each year on our website as soon as it becomes available.

(4) If the annual price adjustment does not apply to any of your services we shall confirm this in your contract forms. For the avoidance of doubt, the annual price adjustment does not apply to certain exceptions, including (but not limited to) Essential broadband, Essential broadband plus or Talk Protected plans, but will apply to any add-ons those customers take (apart from a few specified exceptions).  
(5) This annual price adjustment:

- (a) does not apply to additional admin charges (e.g. paper billing) or out-of-allowance charges (e.g. non-inclusive call charges); and
- (b) will not provide you with a right to cancel this agreement.
3. Subject to the availability of alternative or extra services, you may add to or reduce your services (including the content you receive on the television service) from time to time by contacting our customer services team. If you ask us to add any extra services or any extra content or bundles of content to the television service, you agree to accept such 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, unless we agree with you otherwise. Please note that TV 360, home phone, Volt benefits and WiFi Guarantee are not currently available in 2022/23 network expansion areas.
4. 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.
5. 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 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.
6. If your broadband service, television service and landline phone services end because you choose to cancel them or if we are no longer able to provide them under the circumstances set out in Sections E.3 and O.1, your mobile service will automatically continue under the Part 2 Terms. If we have to move any of your mobile services to a new package we will always let you know and the Part 2 Terms will continue to apply.

#### 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:

- ask you to make a payment of a deposit (which shall be made to Virgin Media Payments) as security for your charges; or
- prevent you from making international calls and/or premium rated calls 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:

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

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

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

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

- dialling 0345 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);
- writing to Virgin Media, Sunderland, SR43 4AA, or
- completing the cancellation form you have been given as part of your welcome pack and returning this to us at the address specified on the form.

4. If you cancel the **services** during the **cooling off period**, we will refund to you all payments received from you, including the costs of any delivery for any **equipment** you ordered, except for costs and charges set out in 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**:

- we may require you to pay us an amount proportionate to any services which we have provided up to until the cancellation date; and
- 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 recontact 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:

- 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
- writing to Virgin Media, Sunderland, SR43 4AA.
- If you end this **agreement** in accordance with paragraph N1, you must pay any outstanding charges (including usage charges and line rental) up to the end of your 30-day notice period.
- 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.
- 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**).
- 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**.
- Subject to the exceptions in paragraphs (a) to (c) of the N6 and paragraphs N7 and N8, if we and/or Virgin Media Payments:

- increase any of our charges that you are required to pay under this **agreement**, excluding the **annual price agreement** pursuant to paragraph K2;
- 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;
- make any changes to the contracted equipment or services (other than those permitted under the terms of this agreement) which are not exclusively to your benefit; or
- if there is a permanent loss of the **services**,

we will give you at least 30 days' notice of such a change and inform you of your right to cancel this **agreement** without paying an early disconnection fee by giving us notice in accordance with the instructions set out in our notification. You need to give us 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(4) (inclusive) relates:

(a) only to an add-on that you have already signed up to, and you decide to cancel this **agreement** due to the change in the add-on and you are within your minimum period for your core **services**, 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 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:

- the change is purely administrative and has no negative effect on you;
- 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
- 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 to set out in paragraph N6 above to cancel this **agreement** during your minimum period without paying an early disconnection fee:

- 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 non 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 sub-paragraph (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(1) 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-contrained 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 home the following sections tell you how this will impact your services other than your mobile services (which you can take with you if you move home within the UK). If you are unable to take your other services we may need to change your airtime plan as described in Section K.6. 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 fees 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.
3. 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.
4. 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 paragraphs 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 of 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 services before the end of this notice period you will not be charged an early disconnection fee (even if service is restored or your activation is completed in this notice period).
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). 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. For more information on your rights under these General Conditions, please see Ofcom's website: <https://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/telecoms-competition-regulation/general-conditions-of-entitlement>.

## entitlement.

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: <https://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/telecoms-competition-regulation/general-conditions-of-entitlement>

16.

## 5. 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 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 four 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 (CASAS) 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 G(17) 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

in respect of the Virgin Media Television, Virgin Broadband and Virgin Phone services, the terms and conditions set out in the Part 1 Terms, together with your contract terms, terms in any service change receipt and the relevant Legal Stuff.

## annual price adjustment

the annual price adjustment referred to in paragraph K2.

## 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.

## core services

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

## equipment

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

## 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-legalstuff/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

in respect of these Part 1 Terms, the Virgin Media Television, Virgin Broadband and Virgin Phone 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 Part 1 Terms 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"**);
- to the extent you are an O2 customer under an O2 mobile contract, 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
- to the extent you are an O2 customer under an O2 mobile contract, the standard terms and conditions of your agreement for you 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, where your mobile services are provided by O2 under a direct contract between you and Telefonía UK Limited (and not with Virgin Media), 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 directly with Telefonía 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 Virgin Media services in any of our 2022/2023 network expansion areas nor 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 contract directly with Telefonía UK Limited, or (ii) an eligible O2 Pay Monthly Mobile Plan contract directly with Telefonía UK Limited 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 (if you don't take or already have the fastest speeds available to you in your area at the point you place your order to become supercharged with Volt). **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 contract directly with Telefonía UK Limited 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](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 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 with Telefonía UK Limited; (ii) the purchase of an eligible O2 Pay Monthly Plan directly from Telefonía UK Limited 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 with Telefonía UK Limited, 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 unenroll from the Volt benefits once they have been activated, unless you decide to cancel both your eligible O2 Pay Monthly Mobile Plan with Telefonía UK Limited 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 your purchase of 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 television, broadband and phone services are entirely unaffected by the cancellation of your O2 mobile services which you receive from Telefonía UK Limited whether by you directly or the relevant account holder at your residential address.
- 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 our 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**

1. Your speed will only be boosted to the next Virgin Media broadband speed tier available to you at your premises at the point of you placing your order to become supercharged with Volt.
2. You'll receive confirmation from us when we have applied your broadband speed boost.
3. 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, provided you are not taking services in any of our 2022/2023 network expansion areas. Availability of the WiFi Max service is subject to stock availability. Please see the Virgin Media 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 directly with Telefónica UK Limited; (ii) the order of an eligible O2 Pay Monthly Mobile Plan directly from Telefónica UK Limited 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.



## PART 2: FULL TERMS AND CONDITIONS FOR PAY MONTHLY AND PAY MONTHLY SIM ONLY (Move to O2 plan)

These terms:

These Part 2 Terms apply to our Pay Monthly and Pay Monthly SIM Only services.

These terms and conditions only apply to Oomph customers who have been notified by Virgin Mobile Telecoms Limited in 2023 that the Virgin Mobile part of their services are moving over to O2 Mobile Plans and tariffs as part of the continued integration and innovation of Virgin Media and O2 and their respective product offerings since we joined forces last year. These terms and conditions apply to those customers' mobile services from the date that change takes effect, as notified by Virgin Mobile Telecoms Limited.

These Part 2 Terms do not apply to your Virgin Media Television, Virgin Broadband and Virgin Phone (please see the Part 1 Terms for Virgin Media Television, Virgin Broadband and Virgin Phone services).

If you use a PAC or STAC code to terminate your Pay Monthly contract in accordance with clause 10.1(e), your Pay Monthly contract will be cancelled as soon as the provider you switch to activates its services.

### Your Agreement and additional terms:

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

- Volt terms:** the Volt terms for O2 customers which can be viewed at: <https://www.o2.co.uk/termsandconditions/mobile/supercharged>. These terms will only form a part of your Agreement once an eligible order for your Services to be supercharged with Volt has been accepted by O2.
- Tariff terms:** the latest O2 "Tariff Terms" covering the types of calls you can make, messages you can send and data you can use. These can be viewed here: [www.o2.co.uk/termsandconditions/mobile/our-latest-pay-monthly-tariff-terms](http://www.o2.co.uk/termsandconditions/mobile/our-latest-pay-monthly-tariff-terms).
- Fair use policy and O2: O2's "Fair Use Policy"** that explains your usage obligations, how to avoid breaching these obligations and what will happen if you don't comply. These can be viewed here: [www.o2.co.uk/termsandconditions/mobile/o2-consumer-fair-usage-policy](http://www.o2.co.uk/termsandconditions/mobile/o2-consumer-fair-usage-policy). These change from time to time so we suggest you check them regularly.
- Promotions and additional services:** Any terms for other relevant promotions, offers, goods and services supplied to you by O2 or any other 3rd party partners. For more information, please visit [www.o2.co.uk/terms](http://www.o2.co.uk/terms). Additional Services (including services relating to goods), offers and promotions may have additional terms and conditions. If Additional Services are supplied, O2 will usually put the related terms and conditions on the O2 Website and/or in marketing materials. Please check the O2 Website because it is updated regularly. To contact O2, visit [o2.co.uk/contact](http://o2.co.uk/contact) on the O2 Website.
- Your information and the switch to O2:** To switch your Virgin Mobile service to O2, Virgin Media will share information about you with O2 so they can provide the Services on our behalf. Although they do not form part of this Agreement you will find the Virgin Media privacy policy at [virginmedia.com](http://virginmedia.com) website (under 'Legal') and you will find the O2 privacy policy at [www.o2.co.uk/termsandconditions/privacy-policy](http://www.o2.co.uk/termsandconditions/privacy-policy). Both policies may be updated from time to time so please check them regularly. You will also find answers to frequently asked questions covering the switch to O2 here <https://www.virginmedia.com/help/mobile/your-move-to-o2>.
- Your information and insurance:** If you have taken mobile insurance via the Virgin Mobile website, Virgin Mobile will provide your personal information to the policy administrators, Asurion Europe Limited ("Asurion") in order to administer your policy, validate claims and for fraud protection purposes. Asurion administers your insurance on behalf of the insurer and policy underwriter, Liberty Mutual Insurance Europe Limited, who is the data controller for the purposes of data protection laws (Information Commissioners Office registration number 26118163). Once the relevant data has been passed to Asurion by Virgin Media, Asurion will undertake all responsibilities as data processor (for the purposes of data protection laws) for the Liberty Mutual Insurance Europe Limited in respect of that data. Please refer to your policy documents for full details of how Asurion will use your data.

When referring to "Agreement" in these Part 2 Terms, we mean all of these things in relation to the Virgin Mobile service.

### O2's 4G and 5G Services:

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

### Which terms?:

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

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

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

### 1. Introduction

#### 1.1. The parties:

The Services covered by the Part 2 Terms are on behalf of Virgin Mobile Telecoms Limited (Company number 03707664). Our registered office address is 500 Brook Drive, Reading, United Kingdom, RG2 6UU. Our VAT number is 591819014. In these Part 2 Terms, when we say "Virgin Mobile", "we", "our" or "us" we mean Virgin Mobile Telecoms Limited.

When we say "you" or "your" we mean you, our customer.

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

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

#### 1.2. Definitions:

These Part 2 terms contain various words that start with a capital letter and have a defined meaning, e.g. "Charges" applicable to the Virgin Mobile services provided to you. We set out below what these defined words mean.

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

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

**Agreement** means, in respect of the Virgin Mobile services under these Part 2 Terms only, these Part 2 terms and conditions of service and the Charges and other details in the Tariff Terms that apply to your account. Additional terms may apply to Additional Services or any promotional or special offers but O2 will notify you of these before they apply.

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

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

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

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

**Communications** means calls, texts, data and other communications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**O2 Website** means O2's website at [o2.co.uk](https://www.o2.co.uk).

**PAC** means Porting Authorisation Code.

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

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

**Services** means, in respect of these Part 2 Terms, any services provided to you under this Agreement on behalf of Virgin Mobile which may include any or all (as the case may be) of airtime service enabling access to the Network (allowing you to make or receive calls and messages and to send and receive data) and any Additional Services where appropriate, which we have agreed to provide to you under this Agreement.

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

**STAC** means a Service Termination Authorisation Code.

**Supplementary Service** an extra service (excluding Add-ons) which is linked to the core Services provided by O2 on our behalf under this Agreement which you use, register or sign up for and is described as a supplementary service in its terms and conditions (e.g., paper billing see clause 6.5).

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

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

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

## 2. Our Agreement

### 2.1 Commencement:

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

### 2.2 Minimum Term:

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

If you use a PAC or STAC code that you have requested from us to switch to a different provider, this Agreement will terminate on the date that the new provider activates the services to which you are switching. Subject to early termination fees that may be due to us, you will only be required to pay Charges up to the point of termination.

### 2.3 Transfer:

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

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

### 2.5 Freestyle Customers:

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

## 3. Your Contract Allowance

### 3.1 Your Contract Allowance:

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

### 3.2 Changing your Contract Allowance:

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

### 3.3 Add-ons and Add-on restrictions:

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

## 4. Provision of Services

### 4.1 Availability:

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

on the Network and/or Services which may result in technical issues, impaired quality of service, interruptions or unavailability. Where this is the case, O2 will detail any interruptions or unavailability on the O2 Website and details will also be available from the Team. We will do all we can to keep such unavailability to a minimum, however we cannot guarantee that O2 will be able to provide Network coverage at all times. If you experience continuous or regularly recurring disruption to the Services, O2 will endeavour to fix the Services and

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

#### **4.2 Use of the Services:**

The Services will be available to you provided you:

- (a) comply with your obligations as set out in this Agreement;
- (b) are in range of the base stations forming the Network (or that of our partners when roaming) when you try to use the Services;
- (c) do not use the Services for anything illegal, immoral or improper, in connection with a criminal offence, in breach of any law or statutory duty;
- (d) do not use the Service for a purpose in any way related to an arrangement which we or O2 suspect is designed to Artificially Inflate Traffic to a number or numbers. We or O2 reserve the right to bar access to numbers on a temporary or permanent basis which we reasonably suspect are being used for such purposes;
- (e) do not use the Services for calling "cash back" or "cash for calling" numbers, i.e. where you are paid, in monetary or other terms, by the provider for calling that number. We or O2 reserve the right to bar access to numbers on a temporary or permanent basis which we reasonably suspect are being used for such purposes or (a amongst other things) prevent fraud, nuisance, abuse or unusual use of the Service or in circumstances if we or third parties are suffering or would suffer a direct loss and in particular if we believe you have no intention to make payment for the Service;
- (f) pay your bill on time;
- (g) only use the Services with the equipment and SIM we or O2 have approved for use on the Network;
- (h) give us and O2 valid factually correct and up-to-date information we or O2 reasonably ask for and do not give false information;
- (i) follow all reasonable instructions we and/or O2 give you and any reasonable guidelines we make available to you including any User Guides and cooperate with us in our reasonable security checks;
- (j) do not make a call or send a message or take pictures or video or send, upload, download, use or re-use any material or use the Services for making abusive, offensive, defamatory, indecent or nuisance calls or a hoax, for sending spam or unsolicited emails or text messages, for making or receiving reverse charge calls, or for infringing another person's rights including copyright or other intellectual property rights or to cause annoyance, inconvenience or needless anxiety, as set out in the Communications Act 2003;
- (k) use our Service in accordance with the O2 Fair Use Policy;
- (l) do not use our Services in any way that is not in keeping with that reasonably expected of a private individual and do not use the Services for commercial or business purposes. If you are a parent or guardian, you are responsible for the use of the Service by a child or young person in your care;
- (m) agree that we and/or O2 sometimes may need to send information to you such as: (i) security information to your SIM by text message (like checking you are who you say you are when you sign up online for one of our or a third party's services) or (ii) information to allow access to some security features directly from your Mobile Phone (like changing the Personal Identification Number (PIN) to access your voicemail remotely); or (iii) information to notify you of end of contract costs or allow you to make tariff changes, and you need to make sure that nobody else can use your SIM to access this kind of security information; and
- (n) must not establish, install or use a Gateway Device or SIM Box without O2's prior written consent (including devices tethered via cable, Bluetooth or wifi, to a computer or the internet, when used for making large volumes of calls, using large volumes of data or sending large volumes of texts). O2 can withhold its consent for this activity at its absolute discretion.

#### **4.3 Your SIM:**

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

#### **4.4 No reselling:**

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

#### **4.5 Phone numbers:**

We grant you the use of a phone number. The number does not belong to you and may be transferred to another service provider in exceptional circumstances, including where the government or telecommunications regulator Ofcom may order the reallocation or change of mobile phone numbers or O2 may reasonably believe that a change to your phone number will make your use of the Service better. In which case O2 may have to change the phone number we make available to you. O2 will give you reasonable notice before making this type of change. You can ask O2 to include your Mobile Phone number in a telephone directory and/or a directory enquiry service. But you should know that if you request this service your number will be visible to companies that compile information for marketing purposes. If you're worried about this, you can stop most unsolicited marketing calls by registering your Mobile Phone number with the Telephone Preference Service at [tpsonline.org.uk](https://tpsonline.org.uk). If you want your Mobile Phone number to be included in a directory and/or a directory enquiry service, please tell O2 customer services team. Additionally, you have the right to switch providers and to port your phone number by requesting a PAC code under the "Auto-switch" process. The details regarding your right to switch providers and to port your mobile number are available on our website at [How to keep my number / Switching information / Virgin Media Help](#) and from our customer services team.

#### **4.6 Content:**

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

#### **4.7 Roaming:**

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

#### **Inadvertent Roaming:**

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

#### **4.8 Returns:**

If you have obtained your SIM directly from us, for example, through our website [www.virginmedia.com](http://www.virginmedia.com), through a Virgin Mobile or Virgin Media Store or by speaking to our customer services team then you will be entitled to benefit from any customer satisfaction guarantee and equipment warranty that we provide. Full details of such customer satisfaction guarantee and warranty are available on our website [virginmedia.com/returns](http://virginmedia.com/returns) and are also available from our customer services team on request. You also have the right to cancel your contract within 14 days from the date your contract started or you received your device without giving any reason. We will refund you within 14 days for all payments received less any airtime or data you've bought or used. If you have obtained your SIM from another source, for example a high street retailer who may offer services from a variety of networks, any customer satisfaction guarantee and warranty that we provide will not be available to you. You should check directly with the retailer where you obtained your SIM what their policy is should you wish to return the SIM or if it develops a fault. If you do return your SIM for any reason, then you will still be charged for any calls or use of the Services at the rates set out in O2's Tariff Terms and on the O2 Website.

#### **4.9 Additional services:**

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

we provision you for access to some additional services.

#### 4.10 Other Legal Stuff:

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

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

##### 5.1 General changes:

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

##### 5.2 Details of any changes:

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

##### 5.3 Significant changes:

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

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

we or O2 will give you at least 30 days' notice of such a change and inform you of your right to cancel this Agreement by giving O2 notice in accordance with the instructions set out in the notification. You need to give O2 your cancellation notice within 30 days of us notifying you. If you cancel this Agreement under this clause 5.3, your contract will terminate on the earlier of (i) 30 days after your notice is deemed delivered in accordance with clause 12.8; (ii) as soon as the provider you switch to activates its services, when you use a PAC or STAC code; or (iii) the date on which the change comes into effect, or, where this is not feasible due to the timing of your notice, as soon as reasonably possible after that date.

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

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

- (a) only to an Add-On that you have already signed up to, you may cancel such Add-On (without affecting the rest of this Agreement) by giving O2 notice in accordance with the terms of that service and you will not have to pay an early termination fee for that Add-On;
- (b) only to a Supplementary Service that you have not already signed up to, you will not automatically have the right to cancel this Agreement but can do so if you wish under clause 10.1(a) without paying an early termination fee; or
- (c) only to a Supplementary Service that you have already signed up to, and the changes are not exclusively to your benefit, we will notify you of this and inform you of your right to cancel the affected Supplementary Service and this Agreement without paying an early termination fee by giving us notice in accordance with the instructions set out in our notification.

For the avoidance of doubt, this Agreement does not apply to Non-bundle Services. Any changes to Non-bundle Services will be governed by the terms of those services, and any changes to those services will not be covered by the rights to cancel this Agreement in clauses 5.3 and 5.4. If you wish to end an agreement for any Non-bundle Service, please refer to the terms for those services.

##### 5.5 Acceptance of changes:

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

##### 5.6 Communicating with you:

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

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

##### 5.7 Agreed annual price adjustment:

• **Your Monthly Subscription Charges will be subject to an annual change: your Monthly Subscription Charges will increase by the RPI Rate plus an additional 1.3.9% which is applied at the same time and will first appear on the April bill following the announcement of the RPI Rate in the preceding February. If the RPI Rate is negative, O2 will only apply the 3.9%. O2 will publish on the O2 Website the relevant RPI Rate as soon as it becomes available. We (nor O2) may not notify you of this price increase and it is your responsibility to check the O2 Website at the relevant time.**

##### 5.8 Other changes

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

- (a) the change is due to a change in law (including a change required by government or a competent regulatory body) that applies to us or O2 and/or the Services we provide. This includes any increase in the rate of VAT, the imposition of new tax or the extension of an existing tax that has not previously applied;
- (b) is purely administrative and has no negative effect on you; or
- (c) we or O2 have a legal or regulatory obligation to pass on cost increases (e.g. where the service charge for calling 084, 087, 09 and 118 numbers increases).

We or O2 will inform you of any changes made for the reasons set out in this clause 5.8 in accordance with clause 5.6(2).

##### 5.9

###### 5.9.1 1

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

- (a) changes to Charges that are based on the cost of providing the Service to you or carrying out the relevant task, and only to the extent that any change is directly attributable to the cost element and is not made more frequently than once in any month, e.g. cost based elements such as paper bills, late payment fees, and early termination fees;
- (b) changes to Services which are variable and permitted under the terms for that Service. Examples of such permitted variability include but are not limited to Network and Services (see clause 4.1), Content (see clause 4.6) and billing (see clause 6.5);
- (c) changes to international rates that are directly linked to increases in wholesale rates notified to us or O2 by other providers. Any changes to charges under this sub-paragraph (c) will be notified to customers and will not be made more frequently than once per month;
- (d) changes to roaming services and charges that are directly linked to increases in wholesale rates or technological or service changes notified to us or O2 by other providers. Any changes to services or charges under this sub-paragraph (d) will be notified to customers and any changes to charges will not be made more frequently than once per month.

###### 5.9.2

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

##### 5.10

If we enable you to use a service that is supplied by a third party and is subject to their terms and conditions, we are not responsible for any changes made by that third party to the third party's services, charges or terms and conditions or for notifying you of those changes as such changes are outside our control and we may not be aware of them.

##### 5.11

If you have a Linked Agreement with us and you are notified by us of a right to cancel that Linked Agreement because of a change that we have made to that agreement, you may be able

to also cancel this Agreement. We will notify you if this is the case.

## **6. Charges, Payment and Related Terms**

### **6.1 Pay by Direct Debit:**

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

### **6.2 Usage limits:**

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

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

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

### **6.4 No refund:**

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

### **6.5 Bills:**

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

### **6.6 Getting it to you:**

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

### **6.7 Payment in full:**

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

### **6.8 Late payment:**

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

### **6.9 Deposits:**

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

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

## **7. Liability**

### **7.1 Exclusions:**

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

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

### **7.2 Limited liability:**

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

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

### **7.3 Third parties:**

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

### **7.4 Timelines:**

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

### **7.5 Things beyond our control:**



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

#### **7.6 Continuation:**

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

### **8. Suspending or Disconnecting Access to our Services**

#### **8.1 Suspension for Network problems:**

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

#### **8.2 Suspension or termination for other reasons:**

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

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

#### **8.3 Reconnection Charges:**

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

#### **8.4 Unlocking your handset:**

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

### **9. Queries, Disputes and Contact Details for your Services**

#### **9.1 Contact us:**

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

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

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

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

#### **9.2 Still not happy?:**

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

### **10. When our Agreement ends**

#### **10.1 Your right to cancel:**

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

- (a) at any time for any reason by giving not less than 30 days' notice by calling the O2 customer services team;
- (b) by giving not less than 30 days' notice if we break this Agreement in any material way and do not put it right within 7 days of you asking us to;
- (c) if all of the Services are permanently no longer available to you;
- (d) if you do not accept any change that provides you with a right to cancel which we or O2 notify you about and you notify us or O2 in accordance with clause 5.3 that you do not accept such change; or
- (e) at any time by terminating your services using a STAC code or moving your number to another provider using a PAC code.

#### **10.2 Our right to cancel:**

We may cancel this Agreement immediately in the following circumstances:

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

### 10.3 Cancellation notice:

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

### 10.4 Effect of cancellation:

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

- (a) your SIM will be disconnected from the Network;
- (b) you will not be able to use our Services at all;
- (c) you will lose your phone number (unless you move to another network via the Auto-switch process by using a PAC code) and must return your SIM to us (if provided by us); and
- (d) you will lose any unused Add-on credit on your account, except in the circumstances set out in clause 5.4 and where you switch providers using a PAC or STAC code in accordance with clause 10.1(e).

If you request a PAC or STAC code via the "Auto-switch" process because you are switching provider, or thinking of doing so, and your request relates to fewer than 25 mobile numbers, we or O2 will provide you with information about the process, including any Charges payable, compensation rights and the impact on any other services we (or O2 on our behalf) provide to you. You can find out more information about the Auto-switch process in respect of the Services and services provided under Linked Agreements, and your rights in relation to switching, at [How to keep my number | Switching information | Virgin Media Help](#).

### 11. Your details and how we look after them

#### 11.1 Credit checks:

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

#### 11.2 Our credit assessment:

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

#### 11.3 Recording:

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

### 12. General

#### 12.1 Change of details:

You must give us and O2 your current email address and postal address for the purposes of billing and receiving notices and other communications from us and/or O2. You cannot provide addresses for businesses or organisations. You must call the Team straight away about any change in your address, email address, any direct debit for your account, or any other change to details you have supplied to us. You're responsible for making sure your email address works and you'll be responsible for all consequences for errors in sending and receiving email (including our emails being directed to your 'junk mail') unless we or O2 are negligent. If you want to update the email address, we have for you, please do this online at MyO2.

#### 12.2 Age Restricted Services:

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

#### 12.3 Severability:

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

#### 12.4 Enforcement:

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

#### 12.5 No third party rights:

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

#### 12.6 Inconsistency or conflict:

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

#### 12.7 Law:

This Agreement is to be interpreted in accordance with the laws of England and each of us agrees to only bring legal actions about this Agreement in a UK court. This Agreement is governed by the law of England and Wales, unless you live in Scotland or Northern Ireland, in which case it will be governed by Scots or Northern Irish Law respectively. If we have a dispute about this Agreement and you want to take court proceedings, you must do so in the courts of one of the four parts of the United Kingdom (England, Wales, Scotland or Northern Ireland) which part's courts will have exclusive jurisdiction.

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

#### 12.8 Notices:

Any notices of change we or O2 give to you will be provided in accordance with clause 5.6. Other than where we (or O2) inform you via our respective websites or via bill communication (e.g. clause 5.6.2) any other notices we (or O2) give to you must be in writing and be delivered by hand, post or sent to you electronically (e.g. by electronic message, email, SMS or via My Virgin Media or MyO2 (as applicable)). It is your responsibility to ensure that the contact details you supply to us are kept accurate and up to date.

Any notices that you give to us or O2 should be given in line with the directions set out on the My Virgin Media area of the Virgin Media website or in your welcome pack or the O2 Website or in the event that you are notified of a right to cancel this Agreement in accordance with the instructions set out in our notification of your right to cancel.

Where we or O2 send you a notification, or vice versa, the notice period will start from the day on which the notice is delivered if it is delivered by hand, 2 working days (i.e. excluding Saturdays, Sundays and public holidays) after the date it was posted if sent by post, or from the date of successful transmission if it is sent electronically.

At any time, you may give notice by requesting a PAC or STAC code from us or O2 in accordance with the process outlined [How to keep my number | Switching information | Virgin Media Help](#). When you use the PAC or STAC code this Agreement will terminate on the date that the new provider activates the services to which you are switching.