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 - "Virgin Broadband" Promotional 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 play) 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 S00 Brook Drive, Reading, RG2 6LU ("us", "we" or "our"); and (3) Virgin Media Payments Limited, (Company Number 06024812), whose registered address is S00 Brook Drive, Reading, RG2 6LU ("Virgin Media Payments"); and (4) Virgin Mobile Telecoms Limited, (Company Number 03707664) whose registered address is S00 Brook Drive, Reading, RG2 6U0 ("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, 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 services (e.g. broadband, home phone and TV) you 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).

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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") 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, 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 third party service providers you already have an agreement 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 know 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 you (or Virgin Media Payments) for failed cheques or direct debits. Please see the price guides for details.

How 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 will 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 your 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 our 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 services to your new address, where we have provided these services. If we 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 may need to pay an early disconnection fee. If you are moving outside our area but still within the UK, you should inform us of this when you submit your connection request, and we will provide you with an estimated credit. We will use this credit to pay the early disconnection fee if you follow our instructions and provide valid evidence that we are unable to provide services to you at your new address. You will need to pay us for any further services that we provide to you at your new address, or if what we can provide is not equivalent to the service we have provided to you at your previous address, then you can cancel your 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 home outside of the Virgin Media Network, we will no longer be able to provide services to you. If this is occurring during your minimum period, you will be able to receive your services if you remain connected to our network. If you are moving outside our network area but still within the UK, you should inform us of this when you submit your connection request, and we will provide you with an estimated credit. We will use this credit to pay the early disconnection fee if you follow our instructions and provide valid evidence that we are unable to provide services to you at your new address within 30 days of your request for service.

• 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 the 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, we do any of these things and the charges are not exclusively to your benefit, we will notify you of this and inform you of the changes. You can 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 22, 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 N8, 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 N8(a) for further details).

• If the changes we make only relate to a supplementary service and, those changes do not give you with a right to cancel that supplementary service, we will notify you of this and inform you of the changes. You can cancel this agreement without paying an early disconnection fee.

SUSPENDING AND ENDING SERVICES – SEE SECTIONS L AND P

Where we have broken our agreement in a serious way then we may suspend some or all of your services, or even end your agreement. We will behave reasonably when deciding what course of action to take and where possible discuss this with you first.

• We also have an acceptable use policy that describes how the services can be used and it can be found by clicking here.

Ending this agreement – See Section N and R

• If you have entered into a new contract, you can cancel those services at any time during your cooling off period without needing to pay any early disconnection fee as described above.

• You can also cancel this agreement without needing to pay an early disconnection fee where we have:

  • made changes described above to prices, terms and conditions or the services we provide to you (excluding the annual price adjustment pursuant to paragraph K2 and subject to the exceptions set out in paragraphs N7, N8 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;

  • 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 you are doing so 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 R4

• 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 good 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 your technicians for your Virgin Mobile (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 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 and entitlements, please see Ofcom’s website: https://www.ofcom.org.uk/phones-and-comms-and-internet/information-on-fair-trade-practices/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

YOUR INFORMATION – SEE SECTION I

• Although not part of this agreement, our Privacy Policy and Cookies Notice explain how we and other Virgin Group companies use your data, so please read these.

• Section I 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 your account is body else (with or without your permission) nor 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).

### Relevant Sections

- **Section N:** Details on how to cancel the agreement and the early disconnection fee.
- **Section O:** Information on moving within the Virgin Media network area and moving outside during the minimum period.
- **Section R:** Your rights under consumer law and regulation, including cancellation rights.
- **Section R4:** More detailed rights and protections under the Consumer Rights Act 2015.
- **Section I:** General information on data use and access to your information.
1. 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 11(1)(b) and you will have a right to cancel this agreement without paying an early disconnection fee.

2. 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 11(1)(b) and you will have a right to cancel this agreement without paying an early disconnection fee under paragraph N8(b).

3. We may not be able to show some content or enable certain functionality (such as temporary downloads) on some of your equipment, such as iPhones or Android phones, as the third party licence we license the content from may not allow us to do so.

4. Any example we have given of any content on the television service (including in advertisements, direct mail, in-store, on-line or on the telephone) is only an example of content that may be available as part of the television service. It is not a guarantee of availability and the examples may not always be on the television service throughout the term of this agreement.

5. We have the right not to make a Pay-Per-View programme available to you if you do not meet credit conditions set by us or if you have failed to pay any charges you owe.

6. It is up to you to make sure that if minimum age recommendations apply to any part of the television service, those parts of the television service are not viewed by anyone below that minimum age.

7. Except for Virgin TV Go and Virgin TV Control apps (and any updated or similar services we may provide from time to time), which you may use in accordance with their terms and conditions (click here to see them) you may not use any reception equipment to receive or set recordings on the television service (other than those provided by us and the examples may not always be on the television service throughout the term of this agreement).

8. By viewing the television service you acknowledge that the equipment we provide to you may be enabled by us to make recordings, on your behalf, of broadcasts of the types of programmes that match your preferences, for the purpose of enabling those broadcasts to be viewed at a more convenient time for you.

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

C. Virgin Phone

1. If you are keeping an existing phone number but taking a phone line from us as part of the services, you authorise us to cancel that part of your agreement with your old provider which relates to renting that line. However, we cannot cancel any other agreements you may have with your old provider, e.g. for renting equipment or for extra lines. Although we are usually able to arrange for you to keep your existing phone number when you transfer your line to us, we cannot guarantee this.

2. If we provide you with a phone line and you don’t ask us to transfer your existing number, we will allocate a number to your phone line. The telephone number and any rights in it belong to us and you may not sell or agree to transfer the number to any person. However, you do have the right to transfer your 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.

3. 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 services. You can make a reasonable choice at any time.

4. You accept that your phone number must not be advertised in or on a public telephone box. If this happens, we may immediately suspend the service or end this agreement. Moreover, we reserve the reasonable, endeavour to contact you before we take this action.

5. Your phone number and phone line are for private use by you and members of your household. They cannot 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 is reasonably expected from a residential customer and we have no liability for any business losses you may suffer.

6. Your phone package fees and call rates that are applicable from time to time may be viewed in our tariff guide, posted on this section of the Virgin Media website (www.virginmedia.com/tariffs). Otherwise, you can call us/require a copy. Rates set out in the Tariff Guide take precedence over any rates shown in generic marketing material. Where we make changes to the tariffs, we will notify you and call rate changes by publishing an updated tariff guide on the Virgin Media website.

7. If you use of unlimited or no extra charge calls provided as part of your phone services exceeds that reasonably expected of a reasonable person using the services for domestic purposes, we may:
   1. restrict, suspend or end your services; and/or
   2. charge you our standard rates as published in our latest tariff guide for any calls exceeding those reasonably expected of a person using the services for domestic purposes.

8. Call features and services functionality are subject to variation and may not be available in all network areas. See www.virginmedia.com/calldetails for details of call features.

9. Most security and privacy services will be designed to 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 9 below, we cannot accept responsibility for issues arising out of incompatibility.

10. We may provide your phone services over our broadband network or over a traditional copper network. You agree that the following provisions apply (in addition to the terms and conditions above) if we have told you that your phone services will be provided over our broadband network:
   1. you should keep your broadband router plugged in and switched on at all times to make and receive calls; and
   2. you acknowledge that if there is a power or network outage, your phone services will not work and you will not be able to make or receive phone calls, including calls to the emergency services. You should keep an alternative hand set and charged and use your mobile phone to call the emergency services should you need to.

11. If we provide your phone services over our broadband network and you have a security or personal alarm system or health monitoring service connected to the phone line, this will not work during a power or network outage. You should check with your alarm or monitor provider to ensure that your alarm or monitor is connected to your phone line and it will work in the event of an outage. Any other of your equipment which you connect to your phone line may also not work in an outage.

12. If a power or network outage occurs during a phone call, the call may continue for up to 10 seconds after the calling party has lost connection, and will be billed accordingly.

13. For customers with accessibility requirements or for customers who do not have a mobile phone, we have measures in place to help in the event of an emergency. If you or a member of your household currently have accessibility needs, or develop accessibility needs at any time that you are a customer, you should tell us as soon as possible so we can put measures in place to assist you. This might include use of the text relay. This might also include providing you with an emergency backup line to use, to allow you to make calls to the emergency services. For the avoidance of doubt, the provisions relating to equipment also apply to the emergency backup and any other equipment we provide to you.

D. Virgin Broadband

1. For internet access you need to make sure that your equipment, such as your computer or device (tablet or mobile phone) will be compatible with 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.

2. In order to keep providing a great level of service, we may modify or temporarily suspend internet access, or failing that, the equipment necessary for you. Please call our customer care department or use the contact us function for details of call features.

3. Due to the nature of the internet, we cannot guarantee specific levels of performance for internet access.

4. If we tell you that you are the owner of, and that you have obtained all necessary consents to use, the email name, mailbox name or any other name selected by you in connection with internet access.

5. You acknowledge that we cannot guarantee you will be able to have any email address or mailbox or other name you request, and we may require you to select a replacement name if we believe that your current choice of name is, or is likely to be, in breach of the Legal Stuff.

6. Any email address allocated by us to you at all times belong to us and you may not transfer the address or domain name. If this agreement ends, your email address will be deleted, cancelled and no longer available for use in the internet. You must ensure that your email address will be deleted and cancelled and no longer available for use in the internet.

7. If 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.

8. Internet access is for private use by you and members of your household. It must not be used for any activities not reasonably expected of someone using Internet access for domestic purposes. While a reasonable amount of working from home is expected, your usage should be within what is reasonably expected from a residential customer and we have no liability for any business losses you may suffer.

9. However, you can have more than one service or different parts of the same service on different devices connected to the same account, and there are no limits on the number of users, provided that you do not exceed any limits we have set in our tariff guide.

10. If you have more than one service, you will receive an invoice for your total monthly bill.

11. You agree that if 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.

12. You acknowledge that we cannot guarantee you will be able to have 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.

13. Any email address allocated by us to you at all times belong to us and you may not transfer the address or domain name. If this agreement ends, your email address will be deleted, cancelled and no longer available for use in the internet. You must ensure that your email address will be deleted, cancelled and no longer available for use in the internet.

14. If 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.

15. You acknowledge that we cannot guarantee you will be able to have 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.

16. Any email address allocated by us to you at all times belong to us and you may not transfer the address or domain name. If this agreement ends, your email address will be deleted, cancelled and no longer available for use in the internet. You must ensure that your email address will be deleted, cancelled and no longer available for use in the internet.

17. If 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.

18. You acknowledge that we cannot guarantee you will be able to have 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.

19. Any email address allocated by us to you at all times belong to us and you may not transfer the address or domain name. If this agreement ends, your email address will be deleted, cancelled and no longer available for use in the internet. You must ensure that your email address will be deleted, cancelled and no longer available for use in the internet.

20. If 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.
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 inform you of any such changes as soon as we can and you may let you know of the next available date and 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 the equipment at your home, we will make every effort to fit the equipment where you prefer it, so far as is possible by technical or other reasons. If this is the case, you may either choose to allow us to connect the equipment and you 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 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 the equipment at your home, we will either end all the equipment you need through the agreed delivery method, to connect to your use or, if you advise us 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 or use of the additional equipment, unless this loss or damage is caused by our fault.

5. Where we have recommended that you purchase a digital equipment (e.g. a set-top box or hub (router)) must be connected to our 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.

6. 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 have cable from the services 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 or equipment is required and we do not have a reasonable case for proceeding in this situation we will have given you and terminate this agreement. You will be notifed 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 we 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 else we will keep to this agreement to the extent the following affects our ability to do so, if so:

1. your home is outside our service area or in a part of our service area where no cable has been laid, or we are unable to activate the services on your line or at your home for any reason;
2. you do not qualify for current credit policy;
3. you have previously missed 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 part of a scheme to combat criminal or 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 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 services from time to time. If we believe an update is likely to materially disadvantage you, we will notify you in accordance with paragraph 3, and you 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 any other means of the services which are matters beyond our reasonable control. You agree that you will use the equipment 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, 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 the 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 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 lack of personal use; 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 guide. We understand that your circumstances may warrant that we may deviate from these charges, unless this loss or damage is caused by our fault, 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 for the service as described in paragraph 4.

6. We are not responsible if you are not able to use the services because your equipment does not work properly, is not compatible with the equipment (or services) unless we have recommended it to you or because of faults in any public communications provider’s network (where applicable).

7. Where we supply the services to you via your connection to another public communications provider’s network (e.g. Virgin TV Go) it is your responsibility to maintain your connection to such public communications provider’s network and we shall not be responsible or liable to you for failing to provide the service if such failure arises as a result of any interruption 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 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, or illegal material including, but not limited to, images, video, or audio,
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 disseminate, decompile, create derivative works of, hack or reverse engineer (or for any other purposes any software or equipment we provide except as set out in Section N) of open source software; and
8. that you may make a back-up copy of the software we provide for your personal use;
9. use any of the services in a manner not consistent with reasonable residential domestic use;
10. use any Internet Protocol (IP) address that we have not assigned to you. Put simply, you may not use the services to harm the service of another (for whatever reason, whether this user or impersonate a nother user, whether on our network or external to our network. You acknowledged in Section N2(1)(a) that the Internet Protocol (IP) address from time to time without giving you notice as part of managing our network and providing services to your customers;
11. use the services in a way that:
   a) risks degradation of services to other customers;
   b) puts our network at risk;
   c) is not in keeping with that reasonably expected of a residential customer; and/or
   d) breaks the law or infringes the rights of any other person.

11. The following acts are also not permitted:

   i. copying or recording all or any part of the services except as permitted by law; this kind of copying becomes illegal in the future where 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
3. We reserve the right to remove by immediate notice material placed on our services by you or others 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 using 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 6.

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 is kept switched on. We may, 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, this is not guaranteed, and we will not take any action to remind you that your allowance is running out. We are not responsible for any negative consequences of your failure to do so. Furthermore, you agree that Virgin Media may reduce the usage allotted to you or the devices used to access the service and do so for the legal and reasonable purpose of meeting any usage allowances that you or your devices may be required to meet with your agreement, that your agreement, and the fact that you have agreed to do so. We will terminate the service and agreement with you where this is not possible or reasonable; we shall not be responsible for any loss of data or damage or any additional equipment unless it is our fault. We have the right to charge you for any replacement additional equipment.

7. If you have received certain equipment in the software at the point of activation of your services, and other software programs we may deliver to the equipment from time to time, which are intended solely for the purpose of improving the performance of the equipment. You must not use any unauthorised software on the equipment. Certain equipment we provide to you may need to be accompanied by software intended for installation on other devices within your home. If you install this software on such devices, the terms of use of these other devices will be governed by an end user licence agreement, which you must accept before you install the software.

8. 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 ‘I’vo copyright and trademarks are the exclusive property of TiVo Inc. and are only licensed to Collect:TV for the purposes of this agreement. You agree to use only the equipment as permitted by the software and documentation supplied to you by it to 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 processing and collecting such payments as provided in paragraph 5 (iii) below.

9. We can change the charges as set out in paragraph K1, but if we do so, this may be because you were to this agreement. Virgin Media may charge you a separate service fee (excluding the annual price adjustment pursuant to paragraph K2 and subject to the exceptions shown in paragraphs N6, N7 and N8). You can read more about this in paragraph N4.

10. 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 cost of retrieving the equipment and taking it back. You must pay for any service fee for the equipment. We may also charge you a separate service payment handling charge for processing your payment which will be set out in the price guides. 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 will also apply.

11. 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 you agree to pay an amount for this service, which we will tell you about when you request the change.

12. The accuracy of the e-mail address you provide to us for E-billing purposes is entirely your responsibility.

13. We reserve the right to refuse the 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 any or all recipients, in our reasonable discretion. You shall remain liable to pay any bills by which notification has been sent to the e-mail address you have specified whether or not:

i) you access that e-mail account and read the relevant e-mail

ii) you are disconnected from your e-mail account (for any reason); or

iii) for any other reason (other than our negligence) you fail to read the relevant notification.

14. 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 an uninterrupted access to the E-billing service.
When you use our services, you agree:

1. That we are not liable for any amount of any such charge when you request the change.

2. 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 to us, as well as from the Electoral Register. The agencies will record details of the search, whether or not the application is approved, and may give reasons for us to refuse to enter into or continue the agreement (and those to whom you are linked financially). They may then disclose such personal information to the other credit reference agencies, about you (and those to whom you are linked financially) if information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. Where we or other organisations have 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; monitoring 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 details from other countries the information recorded by fraud prevention agencies. We may also have a legal right to do so.

3. If at any times, you fail to meet the terms of this agreement you fail to meet the credit conditions required by us, we may do the following as soon as it reasonable for us to do so:
   1. require you to make a payment (which shall be made to Virgin Media and to the company appointed to collect for future charges; and
   2. enforce credit limits on you for any charges (to the extent that we or/ Virgin Media Payments, as appropriate, believe is reasonable in the circumstances), and where we reasonably determine that you are likely to be unable to meet your obligations under this agreement; and
   3. terminate your agreement, the equipment and/or services provided to you;

4. 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.

5. 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 provide the services then we will retain your personal information for as long as is necessary for you to transfer your debt to a third party in which case your personal information will be also transferred to that third party for use in connection with the recovery of your debt. Such information may take such a form as we consider appropriate and will not be acting on behalf of or to our instructions.

6. We may monitor the right to control and monitor data volume and/or types of traffic transmitted via the services and/or equipment.

K. Annual price adjustment and changing this agreement

We and/or Virgin Media Payments may change our charges or introduce new charges at any time. We will notify you of the changes. Changes take effect:

1. 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 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 will only apply 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 a (if applicable) to the monthly subscription price payable after subsequent expiry of any applicable offer or discount (for both services and equipment). If you have an existing monthly term in place and you would like to change your plan, you may do so up to 1 month before the end of your current term.

Year 1: In April 2024 you would see your offer price increase to £43.56 plus a month (£RPI announcement in the preceding February was 5%, plus the 3.9%) i.e. £40 x 1.089 = £43.56. Your standard monthly price payable from month 19 would be £50 (currently £50 + 1 x RPI). If we increase your price by 3.9% (increase) i.e. £45.1 0.03 = £45.7305.5

(3) In accordance with paragraph 3.10, you will be given 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 will confirm to you in writing. 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 that you may choose to take (apart from a few specified exceptions).

5. This annual price adjustment:
   a. does not apply to additional/flex charges (e.g. paper billing) or out-of-price charges (e.g. non-inclusive call charges); and
   b. does not provide you with a right to cancel this agreement.

6. 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 us or your customer services team. If you ask us to add any new 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, VoIP beinfis 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 and conditions of this agreement, the equipment and/or services provided to you:
   a. 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;
   b. 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.
   c. for security, technical or operational reasons;
   d. we decide to offer certain content as Pay-Per-View programmes;
   e. we introduce new services, new service features, service improvements or equipment;
   f. the changes or additions are exclusively to your benefit or
   g. in all other events, we reasonably determine that it may be necessary to do so.

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 onto our nearest equivalent or better current package, unless you authorise us to move to another more expensive package. If the package we have determined to remove (is not replaced by a similar or equivalent package) or this has led to materially disadvantage you or (i) causes the price to pay you will increase we will also give you notice of the charge(s) at least 30 days before the changes take effect and you may cancel the services 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 chose to cancel them or if we are no longer able to provide them under the circumstances set out in Sections E.3 and D.1, your mobile service will automatically continue under the Part 2 Terms. We will also provide new 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 noticing in the following circumstances:
   a. you have broken any agreement in a serious and non-minor way (and in such an instance we may also reduce the level of services affected);
   b. you exceed any allowance applicable to your services (and in such an instance we may also reduce the level of services affected);
   c. you go over any credit limit or exceed any ceiling set by us for your direct debit and we have not agreed an alternative means of payment;
   d. 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 any hire purchase agreement for the services;
   e. 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 or with the services we provide;
   f. 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,
   g. you have broken any of your obligations in Section Q, or
   h. in our reasonable opinion it is necessary to do so, e.g when dealing with faults to the services or the network.

In these cases, we will normally contact you and try to resolve the issue reasonably. However, where applicable we may make a charge to reflect our costs in connection with suspending and starting up 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 domestic use.

5. If you cancel during the cooling off period
   a) you make a payment of a deposit (which shall be made to Virgin Media Payments) as security for your charges; or
   b) you prevent from using international calls and/or premium rate 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 according to your written instructions and have entered into a 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 later of:
   1. the day after the delivery of the equipment;
   2. the service start date; and
   3. the day on which you receive 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 will make a payment to us to make the programme available to you immediately and agree to waive your statutory right to a 14 day cooling off period during which you may cancel this purchase. We will provide confirmation of this to you immediately prior to streaming or downloading the Pay-Per-View programme. It is your responsibility to make sure PIN codes and passwords for Pay-Per-View programmes are used correctly.

3. You can cancel your order by making any clear statement to us regarding that cancellation by:
   1. dialing 0345-454-1111 from any phone (for information on how much this call will cost from a Virgin Media home phone visit virginmedia.com/callocalcs. Call costs from other networks and mobiles vary); or
   2. writing to Virgin Media, Sunderland, SR43 4AA.

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 and/or installation of the equipment or services we provide. This includes any increase in the rate of VAT, if any, during the period which the services are provided.

5. We will provide you with the address to return the equipment. For more information, please see our price guide for details on these charges and processes.

6. 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.

7. If you recontract your services before the minimum period of the service that you are currently on has ended and you then decide to cancel during the cooling off period, we reserve the right to put you back on the service (or an equivalent) that you were previously on 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 the following ways:
   - dialing 0345-454-1111 from any phone (for information on how much this call will cost from a Virgin Media home phone visit virginmedia.com/callocals. Call costs from other networks and mobiles vary); or
   - writing to Virgin Media, Sunderland, SR43 4AA.

   2. If you break 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.

3. If you ask us to end supply of services during the relevant minimum period (except when you cancel during the cooling off period as described in Section M above, or under paragraphs N6, N7, N8(1), N10 and R1(1) 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 (i.e. before the end of the minimum period).

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

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

6. Subject to the exceptions in paragraphs (a) to (c) of this N6 and paragraphs N7 and N8, we and/or Virgin Media Payments:

   a. increase any of your charges that you are required to pay under this agreement, excluding the early disconnection fee set out in paragraph N5;
   b. make any changes to the terms and conditions of this agreement that apply to the services you already have which are not exclusively to your benefit; or
   c. 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 a 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 P3, or
   ii) the date on which the charge 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 charge 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 of this if the case; and

(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 and/or service fees will be covered by the terms of that agreement. This paragraph N6 will not apply for an agreement for any non-bundle service or Virgin Media Store, please refer to the terms for these services.

7. Your right to cancel without paying an early disconnection fee set out in paragraph N6 shall not apply if we make any changes to the charges, network, equipment, services, or the terms of this agreement that are exclusively to your benefit or for the following reasons:

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

We will inform you of any changes made for the reasons set out in this paragraph N7 in accordance with paragraph N10(2). If you decide to cancel this agreement due to a change made for the reasons set out in this paragraph N7 and you are still within your minimum period, you may still be required to pay an early disconnection fee as set out in paragraph N5 by way of compensation to us for ending the services early.

8. (1) Subject to paragraph N8(2), where our changes, network, equipment or services change in the ways described below, you will not have the right set out in paragraph N6 above to cancel this agreement during your minimum period without paying an early disconnection fee:

   a) changes to charges that are based on the cost of providing the service to you or carrying out the relevant task, only to the extent that any change is directly
attributable to the cost element and is not made more frequently than once in any 3-month period or cost based element, e.g. 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 the kind of variability included in this sub paragraph is call charges, such a change will not 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 N10(1).

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 such 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, in accordance with 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 by email, electronic message, SMS, post, My Virgin Media or via bill communication. The latest version of our terms and conditions applicable to you will be available at virginmedia.com/legal so please check regularly for changes.

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

12. On or after 28 February 2019, if you are a new customer purchasing our broadband services, or an existing customer that has either changed your broadband service, agreed to a new minimum period for your broadband service or re-contracted your existing broadband service, then if your broadband speed falls below the minimum guaranteed download speed and we have not remedied this within 30 days of notifying you 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 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;
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 enable the service or to allow you 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 will give you 30 days’ notice of our intention to close your account and transfer the balance to a nominated account. We will give you notice and 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.

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 we what we can provide is not equivalent to the services we have provided to you in the past, 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 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 installation date of the equipment 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 any other 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 giving you notice 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 or the equipment from us, or at any time during the provision of the services;
   5. any permit under which we are entitled to connect, maintain, modify or remove 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 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 R 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
2. if the agreement is ended during any relevant minimum period, charge you an early disconnection fee as described in paragraph N3; 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 the rights and remedies which we have under this agreement or other agreements are affected by this agreement. For information on these rights and remedies please visit the Citizens Advice website www.citizensadvice.org.uk or call 0345 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 VirginMedia
or Virgin Media Payments’ negligence or breach of this agreement. Loss or damage is reasonably foreseeable if either you or we knew 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 £10,000 for any one event or series of connected events; and
   2. 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 (e.g. by buying or renting goods or services from them or subscribing to their agreements or in any way). We cannot guarantee that the services will be available all the time. If you have a fault or other performance issue in your broadband service, please visit http://my.virginmedia.com/fautes/service-status/to view the network status. There are other pages on our website which may also help you to trouble-shoot your service. If we are unable to assist you 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.

6. We will not be liable for any failure of safety, security or other alarm systems connected to your equipment.
   7. incompatibility with our network; or
   8. power or network outages that are not our fault or
   9. 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 ordering goods or services from them or subscribing to their agreements or in any way), we cannot guarantee that the services will be available all the time. If you have a fault or other performance issue affecting your equipment or services, we will not be liable in any way for any loss, costs or damage you have to pay for.

8. We will not be liable to you for the contents of any material from other individuals or organisations which may be accessed through the equipment or services. We also reserve the right to block access to any such material.

9. Sometimes we might have to interrupt, change or temporarily suspend some or all services to repair, upgrade or maintain our network. If this happens, we'll try to give you notice and get the network back up and running as soon as possible.

10. We aim to provide a continuous, high quality service using reasonable care and skill. However, due to the nature of the services, we cannot guarantee that the services will be available all the time. If you have a fault or other performance issue in your broadband service, please visit http://my.virginmedia.com/fautes/service-status/to view the network status. There are other pages on our website which may also help you to trouble-shoot your service. If we are unable to assist you 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 receiving from us is below what is reasonable then after we have carried out an individual assessment of the fault and agreed that you have received from us the service you 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 services for a total length of 30 days or more, we will pay you compensation, subject to compliance 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-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. S. Matters beyond our reasonable control

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

T. Notices

1. Other than where you inform us via our website or via a bill communication (e.g. paragraph NO(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 notification 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 your rights and responsibilities under this agreement without your permission as long as we ensure that the transfer will not affect your rights under this agreement in a negative way.

V. The law and how your complaints are resolved

1. This agreement will be governed by the law of England and Wales, unless you live in Scotland or Northern Ireland, in which case it will be governed by Scots or Northern Irish Law respectively. If we have a dispute about this agreement and you want to take court proceedings, you must do so in the courts of one of the 4 parts of the United Kingdom (England, Wales, Scotland or Northern Ireland) of which its courts will have exclusive jurisdiction over the dispute.

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 Consumer Resolution Code of Practice, which is available on 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 eighth week 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 Complaints Adjudication Scheme (ADAS) at 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 top boxes provided with TV is subject to the GNU General Public License (Version 2).) This open source software is not subject to the restrictions in paragraph G17 above, but is subject 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 webside at https://www.virginmedia.com/content/virgmedial/homepage/legalnotice/acceptable-use-policy.html

additional equipment
any equipment, including batteries or certain accessories which you may add, change or temporarily suspend if either you or we knew it might happen (e.g. if you and we discussed it); or

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

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), administrative 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 http://www.virginmedia.com/shop/thelegalstuff/priceguides.

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 service 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 I5)(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 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 [webpage link]); and
- to the extent you are an O2 customer under an O2 mobile contract, the standard terms and conditions of your agreement for your eligible O2 Pay Monthly Mobile Plan (available at [webpage link]).

Please read through these terms carefully.

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 Telefonica 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 Telefonica UK Limited.

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

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

1. Provided you are taking Virgin Media services in any of our 2022/2023 network expansion areas or taking one of Virgin Media’s Essential broadband packages from 10 November 2022, if you have or sign up to an eligible O2 Pay Monthly Mobile Plan contract directly with Telefonica 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 [webpage link]).

2. 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;

3. b. our money-back WiFi 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 B below.

2. If you have or sign up to an eligible O2 Pay Monthly Mobile Plan contract directly with Telefonica 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 [webpage link]). 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.

3. 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 Telefonica UK Limited; (ii) the purchase of an eligible O2 Pay Monthly Plan directly from Telefonica UK Limited by another resident at the same residential address; or (iii) the activation of Volt benefits for an existing O2 Pay Monthly Plan.

4. If you are an eligible existing Virgin Media broadband customer who already has an eligible O2 Pay Monthly Mobile Plan with Telefonica UK Limited, you will need to visit your MyO2 online account to place an order to unlock the Volt benefits for both Virgin Media and O2 services, which will be unlocked within 14 days of you doing so.

5. You will not be able to unwind all of the Volt benefits once they have been activated, unless you decide to cancel both your eligible O2 Pay Monthly Mobile Plan registered at your address (or the relevant account holder), or applicable. If you cancel your eligible O2 Pay Monthly Mobile Plan within 30 days of (a) your receiving your O2 SIM following you purchasing an eligible O2 Pay Monthly Mobile Plan; or (b) you re-contracting to an ineligible O2 Pay Monthly Mobile Plan at the same time 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:

1. we may remove any applicable Volt broadband speed boost;

2. 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);

3. if you were receiving the Ultimate Volt Bundle and you have cancelled your O2 Unlimited SIM, where you are the registered account holder of, or if 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;

4. if you subsequently cancel your eligible O2 Pay Monthly Mobile Plan, where you are the registered account holder of, 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 re-contract to Virgin Media’s services.

5. 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 Telefonica UK Limited whether by you directly or the relevant account holder at your residential address.

6. 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
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 a 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 the 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 O2 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 O2 and Virgin's 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 full details).

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 services:

- **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.
- **Tariffs and Plans**: "Tariffs", "Plans" or "tariff plans" mean the Services, charges and terms offered by O2. These terms and conditions apply to those customers' mobile services from the date that change takes effect, as notified by Virgin Mobile Telecoms Limited.
- **O2's "Fair Use Policy"**: explains your usage obligations, how to avoid breaching these obligations and what will happen if you don't comply. These can be viewed here: www.o2.co.uk/termsandconditions/mobile/o2-consumer-fair-usage-policy. These change from time to time so we suggest you check them regularly.
- **Promotions and additional services**: Any terms for other relevant promotions, offers, goods and services supplied to you by O2 or any other 3rd party partners. For more information, please check the O2 Website.

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

Whilst not party to this Agreement, as mentioned above O2 will provide the Services and act as a billing agent on our behalf. Although they do not form part of this Agreement you will find the Virgin Media privacy policy at https://www.virginmedia.com/help/mobile/your-privacy-policy and the O2 privacy policy at www.o2.co.uk/termsandconditions/mobile/o2-consumer-fair-usage-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 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 for Virgin Media Television, Virgin Broadband and Virgin Media.

- **Your information and insurance**: If you have been notified by Virgin Mobile Telecoms Limited in 2023 that you 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 www.o2.co.uk/contactus on the O2 Website.

- **Your information and the switch to O2**: To switch your Virgin Mobile service to O2, Virgin Media will share information about you with O2 so they can provide the Services for Virgin Media Television, Virgin Broadband and Virgin Media.

- **Your information and insurance**: If you have been notified by Virgin Mobile Telecoms Limited in 2023 that you 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 www.o2.co.uk/contactus on the O2 Website.

**PART 2 TERMS**

**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 is address is 500 Brook Drive, Reading, United Kingdom, RG2 6GU. 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 Telefónica UK Limited (Company number 017430399) with a registered office address of 260 Bath Road, Slaug, 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 services 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 traffic which would be expected from good faith usage of our Network or Services.
- **Billing agent**: means a party responsible for providing the charges for the Services as set out in this Agreement. O2 shall act in this capacity.
- **Charges**: means charges for access to and use of the Services as set out this Agreement, in the Tariff Terms, on the O2 Website and in any marketing material, including Monthly Subscription Charges and charges for Additional Services. Charges may cover (without limitation) call and usage charges, fixed periodic charges (if applicable), all reasonable administration charges, and any costs incurred in collecting outstanding payments from you.
- **Communications**: means calls, texts, data and other communications.
- **Content**: means textual, visual or other information, images and sounds, photos, videos, 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 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 us.

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

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

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

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

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

PAC means Porting Authorisation Code.

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

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

Services means, in respect of these Two Parts, 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 which is described as a supplementary service in its terms and conditions (e.g., paper billing see clause 6.5).

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

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

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

2. Our Agreement

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

2.2 Minimum Term: From the date upon which you’re successfully migrated to an O2 Mobile Plan, your Minimum Term will come to an end and this Agreement will continue and O2 (on our behalf) will continue to supply you with the Services until either you or we choose to end this Agreement in any of the ways permitted in clauses 5.3 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 under this Agreement to any third party which we choose to do so without your consent.

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 changes 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 of the trees 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 Wi-Fi. You can disable WiFi on the settings on your Mobile Phone or possibly other equipment if you do not wish to use that part of the Network. O2 may from time to time update, upgrade, repair, or carry out maintenance or other work
on the Network and/or Services which may result in technical issues, impaired quality of service, interruptions or unavailability. Where this is the case, O2 will detail any interruptions or unavailability on the O2 Website and details will also be available from the Team. We will do all we can to keep such unavailability to a minimum, however we cannot guarantee that O2 will be able to provide Network coverage at all times. If you experience continuous or regularly recurring disruption to the Services, O2 will endeavour to fix the Services and you may be entitled to a partial credit of your Monthly Subscription Charges to cover the period that your use of our Services was disrupted. To receive a partial credit, please report this disruption to O2 customer services team by calling 202 free of charge from your O2 mobile. O2 will assess the disruption against your typical usage history. We or O2 may offer you alternative services 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 any 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 Inflated Traffic to a number or numbers. We or O2 reserve the right to bar access to numbers on a temporary or permanent basis which we reasonably suspect are being used for such purposes;
(e) do not use the Services for calling “cash back” or “cash for calling” numbers, i.e. where you are paid, in monetary or other terms, by the provider for calling that number. We or O2 reserve the right to bar access to numbers on a temporary or permanent basis which we reasonably suspect are being used for such purposes or to (amongst other things) prevent fraud, nuisance, abuse or unusual use of the Service or in circumstances if we or third parties are suffering or would suffer a direct loss and in particular if we believe you have no intention to make payment for the Service;
(f) pay your bill on time;
(g) only use the Services with the equipment and SIM we or O2 have approved for use on the Network;
(h) give us and O2 valid factually correct and up-to-date information we or O2 reasonably ask for and do not give false information;
(i) follow all reasonable instructions we and/or O2 give you and any reasonable guidelines we make available to you including any User Guides and cooperate with us in our reasonable security checks;
(j) do not make a call or send a message or take pictures or video or send, upload, download, use or re-use any material or use the Services for making abusive, offensive, defamatory, indecent or otherwise inappropriate, 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 use the Services in a way we consider inappropriate, we reserve the right to bar you from 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 one of 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) and 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 text). O2 can withdraw its consent for this activity at its absolute discretion.

4.3 Your SIM:
Any SIM we provide to you remains your property and must be returned to us if we ask for it back, unless provided to you by O2 in which case it will remain O2’s property and must be returned to O2 if O2 asks for it back. You must keep your SIM safe and can only use it to access our Services. If your SIM is lost, stolen, 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 who asks 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 unsolicited marketing calls by registering your Mobile Phone number with the Telephone Preference Service at tpsonline.org.uk. If you want your Mobile Phone number to be included in a directory and/or a directory enquiry service, please tell O2 customer services team. Additionally, you have the right to switch to 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 In Virgin Media Here 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 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, the cost of using 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/returns

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 unused service. This usually happens on an international network, unless the other country is non-EU country is the UK. To prevent that occurring, you should take care to note the network to which your handset is connected when in those areas, before using the handset and by setting your handset to do a manual network selection and select the ‘O2’ Network. Alternatively, you may contact O2 to disable roaming.

4.8 Returns:
If you have obtained your SIM directly from us, for example, through our website www.virginmedia.com, through a Virgin Mobile or Virgin Media Store or by speaking to our customer services team then you will be entitled to benefit from any customer satisfaction guarantee and equipment warranty that we or O2 provide. Details of such customer satisfaction guarantee and warranty are available on our website virginmedia.com/returns and are also available from our customer services teams on request. You also have the right to cancel your contract within 14 days and obtain a full refund for any service you have purchased or received from us 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 additional such services will be specified on the O2 Website. We may require you to add 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 haveVirgin Media Other Legal Stuff which applies to the Services and their use, as published by us on our website and/or O2 General Terms published by O2 on the O2 Website. These may be updated from time to time so please check www.virginmedia.com and the O2 Website regularly and read through it carefully.

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

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

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

5.3 Significant changes:
Subject to the exceptions in clauses 5.4, 5.7, 5.8, 5.9 and 5.10, if we or O2:
(a) make any changes to the terms of your Agreement which are not exclusively to your benefit;
(b) increase the Charges for any Services you are using (excluding the agreed annual price adjustment for your monthly Contract Allowance pursuant to clause 5.7); or
(c) make any changes to the contracted Services (other than those permitted under the terms of this Agreement) which are not exclusively to your benefit,
we or O2 will give you at least 30 days' notice of such a change and inform you of your right to cancel this Agreement by giving O2 notice in accordance with the instructions set out in the notification or, if you wish to give O2 your cancellation notice with 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 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 the 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 13.9% 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 (or 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 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 made to Charges 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 capaiblity 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 you 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 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 charge you for all Services that you use or attempt to use. If you exceed the limits stated in the Contract Allowance terms, you will be charged at the applicable Rates. You will also pay for any Services used after your contract is cancelled or where you are not entitled to use them. The Charges you pay for your Services will be set out on your monthly bill. O2 may, however, charge you for any Services that are used outside your Contract Allowance terms if you do not cancel your Agreement in time. We (or O2 on our behalf) will cancel this Agreement if you do not pay your Charges, become insolvent or if the use of your Services or the use of our Services by you becomes unlawful.

6.3.1 The rates stated in the Contract Allowance terms shown on the O2 Website and in the O2 Tariff Terms are indicative of the Charges that you may pay for your Services. Charges for Services may vary and may be subject to change. All calls are charged excluding VAT to 3 decimal places. Charges for calls are rounded up to the nearest penny. Charges for data services are based on the O2 Website figures.

6.4 No refund:
If you end this Agreement and have a credit on your final bill, please go to www.o2.co.uk/billrefund 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 are charged pro-rata. Subject to clause 5.9, O2 may charge 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 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 for 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 subject to 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 Services 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 due date stated on your bill. If the Charges are not paid in full and on time, we or O2 can stop using some or all of our Services and may cancel this Agreement. If you think there is mistake in your bill, please tell the O2 Team as soon as possible so that they can check this.

6.8 Late payment:
If you do not pay a bill by the due date, O2 can charge you interest on what you owe at 2% per annum above the base rate of HSBC Bank Plc. This 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 on our behalf) 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 not paid your Charges on time. If you do not pay us or O2 any money, we will repay the deposit to you:
(a) if this Agreement is cancelled in accordance with clause 10.1; or
(b) if you return your SIM under the terms of any customer returns policy that applies to your sale; or
(c) if you, 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 or responsibility other than 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 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. We and our Network supplier merely act as a "pipe" transmitting this Content to or from you and do not have any control over 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, services, and/or the goods or services you may obtain from them. You are responsible for any Content that you upload or transmit. We or 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 be become inactive;
(j) engages in fraudulent activity on your account or we 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 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, SR3 4AA.

If you have a new complaint or query about our Services, you can contact us 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 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 to o2.co.uk/contactus or ring 202 for free from your O2 mobile, 0344 809 0202 from any home phone (standard UK rates) or +44 7860 980 202 if you're abroad (free from an O2 Pay Monthly mobile, other providers' charges might vary).

9.2 Still not happy?:
If we or O2 don't resolve your complaint you can contact the Ombudsman Services: Communications (save in respect of any disputes progressed prior to the date upon which you're successfully migrated to an O2 Mobile Plan, in which case the Communications and Internet Services Adjudication Scheme (CISAS) will be dealing with such dispute). You can find their details at http://www.ombudsman.org.uk/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 with our impartial Ombudsman Online Dispute Resolution (see co.europa.eu/consumers/odr). O2 offers consumers to submit disputes relating to online purchases with us. You can check the O2 Website for a copy of its Code of Practice on complaints and for O2's latest information on alternative dispute resolutions. We and O2 are a 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 with 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 we get, and with whom we record, information about you or you want to receive a copy of the information we 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 tell 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 are 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 My O2 (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.