

## **Terms and Conditions – Pay Monthly and Pay Monthly SIM Only Contracts**

These terms and conditions apply to our Pay Monthly and Pay Monthly SIM Only contracts. Our 4G and 5G terms and conditions of service also apply for customers that use our 4G and 5G Services.

If you are a Freestyle Customer and have taken a handset under a Credit Agreement you will be on a Pay Monthly contract with a Minimum Term of one month and that Pay Monthly contract can be cancelled by you on 30 days' notice (this does not affect your obligations under your separate Credit Agreement). If you use a PAC or STAC code to terminate your Pay Monthly contract in accordance with clause 10.1(f), your Pay Monthly contract will be cancelled as soon as the provider you switch to activates its services (see clause 3.5 below).

### **1. Introduction**

#### **1.1 The parties:**

The Services covered by this Agreement are provided to you by Virgin Mobile Telecoms Limited (Company number 03707664). Our registered office address is 500 Brook Drive, Reading, United Kingdom, RG2 6UU. Our VAT number is 591819014. In this Agreement, when we say "Virgin Mobile", "we", "our" or "us" we mean Virgin Mobile Telecoms Limited. When we say "you" or "your" we mean you, our customer.

#### **1.2 Definitions:**

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

**Acceptable Use Policies** means our acceptable use and fair use policies from time to time, which can be seen at <http://storevirginmedia.com/the-legal-stuff/our-service.html>.

**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 .

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

**Age Restricted Services** means any of the Content or Services that are specified for use by customers of a specified age (usually 18) or over.

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

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

**Charges** means charges for access to and use of the Services as set out in the Tariff Table. 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.

**Content** means information, images and sounds, communications, software or any other material contained or made available through the Services.

**Contract Allowance** means the agreed allowance of Services, for example, airtime, texts and data that Virgin Mobile shall provide to you for an agreed monthly or other periodic payment – also referred to as a “tariff”. For example a £5 a month 30-day SIM tariff might contain 250 minutes, unlimited text messages and 500MB of data a month.

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

**Deposit** means a refundable amount that we may ask you to pay to us before we provide you with access to the Services or any additional services.

**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.

**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.

**Messaging Services** means the voicemail storage and retrieval service and/ or any other type of message storage and retrieval service that we may offer from time to time.

**Minimum 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 is accepted by us or any other Minimum Term agreed in accordance with this Agreement.

**Network** means the telephone system that provides our Services.

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

**PAC** means Porting Authorisation Code.

**Roaming** is a service that allows you to access the Services on a network belonging to another operator, usually in a foreign country.

**Services** means the mobile telephone services offered by Virgin Mobile including any Additional Services and Messaging Services where appropriate, which we have agreed to provide to you under this Agreement.

**SIM** means the SIM card which contains your Virgin 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 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 clause 6.5 ).

**Tariff Table** means Virgin Mobile’s current list of Charges and prices which is updated from time to time in accordance with clause 5 and available on our website [virginmedia.com/callcharges](https://virginmedia.com/callcharges), in our latest catalogue, or from our Team upon request.

**Team** means the Virgin Mobile customer service team. Our contact details are set out in clause 9.1.

**Top Up** means a voucher, receipt or other pre-payment mechanism that allows you to add credit to your account by one of the means we offer so that you can access our Services.

**Other Legal Stuff** means the relevant additional terms and conditions which apply to our Services including any promotional offers relating 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:**

When we agree to make the Services available to you, we will agree whether your contract is Pay Monthly or Pay Monthly SIM Only and the Minimum Term applicable to your contract. This Agreement will continue for at least the Minimum Term although you may cancel it during the Minimum Term in accordance with clauses 5 (subject to any exceptions therein) or 10.1. You should be aware that if you cancel before the end of the Minimum Term and your Minimum Term is more than one month, you may have to pay early termination fees. See clauses 5 and 10.4 for more information.

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.

If your Minimum Term has come to an end and you have not terminated this Agreement, the Agreement will continue and we will continue to supply you with the Services as set out in clause 3.5, until either you or we choose to end this Agreement in any of the ways permitted in clauses 5 and 10.

### **2.3 Transfer:**

This Agreement is personal to you and you may not 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 transfer any of our rights and responsibilities without your permission provided that the Services you receive or the rights you have under this Agreement are not materially reduced as a result.

**2.4 Your handset:** Subject to clause 2.5, this Agreement only covers the provision of the Services by us to you. 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:

- (a) clause 10.1(a) below, we may treat that notification as notice from you to also end the Credit Agreement and we will have the right to require you to repay the credit provided under the Credit Agreement immediately in full without delay, in any

event no later than 30 days after you gave us notice to end this Agreement, and we will let you know of these payment requirements as soon as reasonably possible and in accordance with our obligations under the Credit Agreement; or

(b) clauses 10.1(b), (c), (d) or (e) 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:**

Once we have accepted your application (and have confirmed that you are 18 or over and you have passed a credit check) we will provide you with your agreed Contract Allowance of minutes, text messages or Services. Details of the types of calls, text messages or Services that are included within your Contract Allowance are detailed in any joining pack you receive with your SIM and are also available, on your "Your Account" page on our website, or from our Team on request. We will set up your Contract Allowance for you as soon as we can but this may take up to 48 hours from when we first connect you to the Network. We will notify you by text message as soon as your Contract Allowance has been set up. Until that time you may still use the Services but these will be charged for separately at the applicable rates specified as Pay Monthly call charges full details of which are set out in our website.

#### **3.2 Changing your Contract Allowance:**

During your Minimum Term we may allow you to change your Contract Allowance to a different allowance that we have available at that time. 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.

#### **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 "Your Account" page on our website, through our Care agents, 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 our website or available from our Team on request.

#### **3.4 Keep talking!:**

You need to use our Services at least once within any 90 day period either by making a chargeable call or sending a text message. If you don't we may suspend your access to the Services and cancel this Agreement. If we cancel this Agreement in accordance with this clause 3.4, you may lose your phone number and any Add-on credit on your account (see clause 10.4). We don't really want to lose you as a customer so please ensure you keep talking or texting.

#### **3.5 At the end of the Minimum Term:**

We may contact you towards the end of your Minimum Term to let you know that the Minimum Term is due to come to an end. At the expiry of your Minimum Term we will continue to provide you with your Contract Allowance on a monthly (or other periodic) basis and will continue to bill you in the same way for the Charges. If you wish to change your Contract Allowance at the end of the Minimum Term then you can do so by contacting the Team but you will need to sign up for another Minimum Term under this Agreement. You will need to contact the Team and give at

least 30 days' notice before the expiry of your Minimum Term or any subsequent monthly renewal date for your Contract Allowance if you do not want us to continue providing you with your Contract Allowance each month. If you use either a PAC or a STAC code to terminate your services (in accordance with clause 10.1(f)) or move your number to another provider, you do not have to provide 30 days' notice and your services will terminate on the date that the new provider activates the services to which you are switching.

## **4. Provision of Services**

### **4.1 Availability:**

We will try to make our Services available to you at all times but our Network and Services are variable and quality and availability could be affected by 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 of building you are in, or surrounding trees. We may from time to time update, upgrade, repair, or carry out maintenance or other work on our Network and/or Services which may result in interruptions or unavailability. Where this is the case and our Network provider has informed us, we will detail any interruptions or unavailability on our website and details will also be available from our Team. We will do all we can to keep such unavailability to a minimum, however we cannot guarantee that we will be able to provide Network coverage at all times. If our Services are materially degraded for an unreasonable period of time you may be able to leave your Agreement with us without paying an early termination fee. The Services are available if you are in range of a base station which forms part of the Network that we use. The Network comprises different types of technology and the available technology varies depending where you are in the country. For example, you will only have access to our 3G Services when you are in range of a 3G base station. In other parts of the country you may only have access to 2G Services. You will only have access to 4G if you have signed up to a 4G tariff and are within range of a 4G base station. See the 4G terms and conditions below. You will only have access to 5G if you have signed up to a 5G tariff and are within range of a 5G base station. See the 5G terms and conditions below. In areas without Network coverage you will not receive any Service. You should check our coverage checker [virginmedia.com/coverage](https://virginmedia.com/coverage) on our website for more details.

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

The Services will be available to you provided you:

- (a) comply with your obligations as set out in this Agreement;
- (b) are in range of the base stations forming the Network (or that of our partners when Roaming) when you try to use the Services;
- (c) do not use the Services for anything illegal, immoral or improper;
- (d) do not use the Service for a purpose in any way related to an arrangement which we suspect is designed to Artificially Inflate Traffic to a number or numbers. We 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, ie where you are paid, in monetary or other terms, by the provider for calling that number. We reserve the right to bar access to numbers on a temporary or permanent basis which we reasonably suspect are being used for such purposes;
- (f) pay your bill on time;



- (g) only use the Services with the equipment and SIM we have approved for use on the Network;
- (h) give us valid information we reasonably ask for and do not give us false information;
- (i) follow all reasonable instructions we give you and any reasonable guidelines we make available to you;
- (j) do not use the Services for making abusive, offensive, indecent or nuisance calls, 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;
- (k) use our Service in accordance with our Acceptable Use Policies; and
- (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.

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

Any SIM we provide to you remains our property and must be returned to us if we ask for it back. You must keep your SIM safe and can only use it to access our Services. If your SIM is lost, stolen or damaged call the Team immediately for another SIM. If your SIM is lost or stolen and you notify the Team within 24 hours, you will be liable for Charges that are not part of your Contract Allowance relating to the unauthorised use of the SIM (including call charges) up to £100 only. If you notify the Team after 24 hours, you will be liable for all Charges relating to use of the SIM (including call charges) up to the time that you notify us that your SIM is lost or stolen, regardless of whether the Charges have been incurred by you or someone else. You will also continue to be liable for the monthly payment (or other periodic charge) relating to your Contract Allowance until the end of the Minimum Term. If you lose the SIM, you might be liable to pay a reasonable replacement charge, details of which are set out in our Tariff Table.

#### **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 telecommunications regulator Ofcom may order the reallocation or change of mobile phone numbers, in which case we may have to change the phone number we make available to you. Additionally, you have the right to switch providers and to port your phone number by requesting a PAC code under the "Auto-switch" process. The details regarding your right to switch providers and to port your mobile number are available on our website at [\[insert URL\]](#) and from our customer services team.

#### **4.6 Content:**

We 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 will use reasonable endeavours to maintain any Content that is provided by us or our appointed third party Content suppliers. However, as Content is obtained from a large range of sources, it is provided on an 'as is' basis and we do not represent to you that any Content is of satisfactory quality, accurate, error free,

secure, fit for a particular purpose, complete or suitable. For restrictions, rights and obligations around Content provided by third parties please see Clause 7.3.

#### **4.7 Roaming:**

Our Services may be available to you in countries outside of the UK if we or the relevant partner who provides us with our Network have roaming arrangements in place. You may need to activate Roaming on your account and handset by contacting the Team before you leave the UK. You may also need to pay us a Deposit as set out in Clause 6.9 before you roam. The Charges for Roaming are set out in our Tariff Table or are available from the Team on request. Overseas network operators may bill us sometime after you use the Services – this can be as long as three months later. Please be aware that when you use your phone abroad incoming calls also incur a charge. Details are available here [virginmedia.com/roaming](http://virginmedia.com/roaming)

#### Inadvertent Roaming:

If you are using your handset in a location in the EU, which is close to the border between the EU and another country, your phone may connect to a network in that other country. You will be charged at roaming rates for that usage, unless the other non-EU country is the UK. To prevent that occurring, you should take care to note the network to which your handset is connected when in those areas, before using the handset. Alternatively, you may contact us and we can disable roaming.

#### **4.8 Returns:**

You have the right to cancel your contract within 14 days from the date your contract started or you received your device without giving any reason. We will refund you within 14 days for all payments received less any airtime or data you've bought or used. If you have obtained your SIM from another source, for example a high street retailer who may offer services from a variety of networks, any 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 our Services at the rates set out in our Pay Monthly call charges table on our website.

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

We may offer you new services that may be of interest or benefit to you. Charges for any additional services will be specified in our Tariff Table and any special terms and conditions for such additional services will be specified on our website or be available from our Team on request. We may require you to show a satisfactory credit score or billing history before we provision you for access to some additional services.

#### **4.10 Other Legal Stuff:**

As well as these terms and conditions, the Services have Other Legal Stuff which applies to the Services and their use, as published by us on our website. These may be updated from time to time so please check [www.virginmedia.com](http://www.virginmedia.com) regularly and read through it carefully. This Other Legal Stuff includes our Acceptable Use Policies copies of which are available on our website [www.virginmedia.com/legal/acceptable-use-policy/mobile](http://www.virginmedia.com/legal/acceptable-use-policy/mobile)

## **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 may also need to change or withdraw all or part of your Contract Allowance, 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 our Network supplier. We may also change our Charges or introduce new Charges at any time.

### **5.2 Details of any changes:**

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

- (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 will give you at least 30 days' notice of such a change and inform you of your right to cancel this Agreement without paying an early termination fee by giving us notice in accordance with our 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 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 us notice in accordance with the terms of that service and you will not have to pay an early termination fee for that Add-On. If your account is in credit from an Add-on we will refund you the amount of any credit you have paid for and not yet used (excluding any initial airtime or other credit we may have credited to you). To claim your refund you must write to the Team within 90 days of the date of the change coming into effect. If you decide to cancel this Agreement due to the change in the Add-On and you are within your Minimum Term for your core Services, you may still be required to pay an early

termination fee by way of compensation to us for ending the core Services early. We will inform you if this is the case;

(b) only to a Supplementary Service that you have not already signed up to, you will not have the right to cancel this Agreement; 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:**

1. If we 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 without paying an early termination fee, then we will give you at least 30 days' notice of this change via electronic message, email, SMS or by post in accordance with clause 12.8. We will use the most recent contact details that you have given us (if any).
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 notify you directly via electronic message, email, SMS, post, My Virgin Media or via bill communication.

### **5.7 Agreed annual price adjustment:**

- The Charge for your Contract Allowance will increase with your April bill each year. Any increase will be in line with the Retail Price Index (RPI) rate of inflation plus an additional 3.9% which is applied at the same time. We'll always give you at least 30 days' notice of the exact increase each year. We use the RPI rate announced in February to adjust your bill. If the RPI rate is negative, we'll only apply the 3.9%. For example, if your Contract Allowance is £22.50 a month when you sign up in September (RPI rates illustrative only):
- Year 1: On your first April bill you would see your monthly Contract Allowance price increase to £23.94 a month (if RPI Rate announced in the February preceding the RPI Change was 2.5%, plus the 3.9%) i.e.  $£22.50 \times 1.064 = £23.94$ ; and

- Year 2: On your next April bill you would see your monthly Contract Allowance price increase to £24.87 a month (if RPI Rate announced in the February preceding the RPI Change was minus 1.5%, meaning we only applied the 3.9% increase), i.e.  $£23.94 \times 1.039 = £24.87366$ .

For the avoidance of doubt, this annual price adjustment will not provide you with a right to cancel this Agreement.

## **5.8 Other changes**

Your right to cancel this Agreement during the Minimum Term without paying an early termination fee under clauses 5.3 and 5.4 (c) shall not apply if we make any changes to the Charges, Services or this Agreement that are exclusively to your benefit or for the following reasons:

- (a) the change is due to a change in law (including a change required by government or a competent regulatory body) that applies to us 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 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 clause 5.8 in accordance with clause 5.6(2). If you decide to cancel this Agreement due to a change made for the reasons set out in this clause 5.8, and you are still within your Minimum Term, you may still be required to pay an early termination fee by way of compensation to us for ending the Services early.

## **5.9**

### **5.9.1**

Subject to clause 5.9.2, where our Charges or Services change in the ways described below, you will not have the right set out in clauses 5.3 and 5.4(c) above to cancel this Agreement during your Minimum Term without paying an early termination fee:

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

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

#### 5.9.2

We will notify you of a change under clause 5.9.1 in accordance with clause 5.6. If we believe that such a change is likely to materially disadvantage you, we will notify you of your right to cancel this Agreement and you may cancel this Agreement without paying an early termination fee 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. You will not have a right to cancel this Agreement during your Minimum Term without paying an early termination fee as a result of those changes.

#### 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:

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.

#### 6.2 Credit limits:

We may set a monthly credit limit on your account that will be an amount we consider appropriate. We will let you know what this amount is if we do set a monthly credit limit. We may suspend your access to the Services if you exceed the limit. You should not use the credit limit for budgeting as the amount you owe is not capped or limited and you will still be liable if you exceed the credit limit we set.

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

We will apply Charges (being the Charges for our Services that you use) to your account. You will be responsible for paying all Charges on your account whether or not they have been incurred by you personally. Charges for your use of the Services will be set out in our Pay Monthly call charges table that can be found on our website or contact our Team for a copy. All use of our Services that is in excess of or not included within your Contract Allowance will be charged for separately at the applicable rates specified for our customers in our Tariff Table. The most up to date version of our Tariff Table will be on our website or available from our Team on request. We may amend the Charges as set out in clause 5 of this Agreement.

#### **6.4 No refund:**

If you don't use all of the credit in any Top-Up or Add-on that you purchase, or such Top-Up or Add-on expires (if applicable) then we will not give you a refund for it. Subject to clause 10.4, if this Agreement is cancelled (unless you cancel in accordance with clauses 5.3, 5.4 (c), 5.9.2 or 10.1(f)) then you will also lose any credit you have on your account and we will not refund it to you.

#### **6.5 Bills:**

We'll usually send you a bill every month advising you of the total amount of Charges you owe us. Subject to clause 5.9, we may change the billing period at any time but we will notify you in advance if we do this. The prices shown on our Tariff Table and marketing materials require you to use eBilling. For paper bills add £1.50 to the monthly price.

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

We will let you know each month as soon as your bill is ready to view, either by text or email. You can see your bill online by registering with us and logging into your account on our website. If you request us to send you a paper bill, your paper bill is a Supplementary Service and you agree that we may make a separate reasonable charge each month for this, details of which are set out in our Tariff Table. We may appoint a third party to provide you with your bill on our behalf. Bills issued by such third party will be binding on you and payment of such invoices in full to the third party will be a valid discharge of your liability to pay such bill under this Agreement.

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

You must pay your Charges in full in the amount requested within 14 days of the date of your bill. If the Charges are not paid in full and on time we can stop you using some or all of our Services and may cancel this Agreement. If you think there is mistake in your bill, please tell us as soon as possible so that we can check this.

#### **6.8 Late payment:**

If you do not pay a bill by the due date, we can charge you interest on what you owe at 4% above the base rate of Barclays Bank plc. We will use the base rate that was in force when the bill was due and we can charge you interest until you pay. We may also charge you for any reasonable administration or collection costs which we incur if you do not pay your bill on time and in full.

#### **6.9 Deposits:**

We may require you to make a Deposit to be used as security for the Charges. We do not pay you interest on Deposits. A Deposit is likely to be required if you have less than 4 months credit history with us and you wish to activate roaming on your account, for the reason set out in clause 11.7, or if you do not pay any of your bills in full and on time. Details of any Deposit that may be required are set out in our Tariff Table. We may use the Deposit to pay any Charges that you owe us that you have not paid. If you do not owe us any money we will repay the Deposit to you

(a) if this Agreement is cancelled in accordance with clause 10.1;

(b) or if you return your SI M under the terms of any customer returns policy that applies to your sale.



## **6.10 Payment methods:**

You may choose to pay your Charges in advance but must still maintain an active direct debit for your account. If you do want to pay the Charges in advance then you can purchase and register a Virgin Media Top Up voucher or we will accept payment by credit card or debit card. However, if we have reasonable cause to believe that your payment will be dishonoured or we cannot validate any payment card details you provide to us, we may refuse your chosen payment method and request another method.

## **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;
- (b) any loss of income, business or profits;
- (c) any corruption 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. 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.

### **7.3 Third parties:**

You may be able to use our Services to upload or transmit email or Content over the internet or to access third party websites, Content and other material which is branded or provided by third parties, and to acquire goods or services from third parties. We and our Network supplier merely act as a "pipe" transmitting this Content to or from you and do not have any control or exercise any control over this Content, the third parties, or any goods or services they may provide. We therefore have no responsibility or liability to you for these third party sites, their Content, or for any goods or services you may obtain from them. You are responsible for any Content that you upload or transmit. We are not 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. You will not have a right to cancel this Agreement during your Minimum Term without paying an early termination fee as a result of such changes (see clause 5.10).

### **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 may suspend your use of the Services or disconnect any SIM from the Network without warning if the Network needs urgent maintenance or upgrading. We will try to make sure this does not happen often.

8.2 Suspension or termination for other reasons: We may also suspend or terminate your use of the Services 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 our staff;
- (d) notifies us that your SIM has been lost or stolen;
- (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) at the end of any Minimum Term chooses not to use our Services within a 90 day period either by making a chargeable call or sending a text message;
- (i) suspends or cancels any direct debit for your account or otherwise allows it to become inactive;
- (j) engages in fraudulent activity on your account or we reasonably believe you have done so; or
- (k) contravenes our Acceptable Use Policies. Suspension may result in us cancelling this Agreement. If we cancel this Agreement, you may lose your phone number and any Add-on or Top-Up credit on your account (see clause 10.4).

### **8.3 Reconnection Charges:**

We may charge you 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 our Tariff Table.

### **8.4 Messaging Services:**

We may turn off your Messaging Services if they are inactive for an extended period of time but we will let you know before this happens. If we do turn off your Messaging Service you will lose all of the content in your Messaging Services and we will be unable to forward any unopened or unsent messages to you or anyone else.

### **8.5 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**

### **9.1 Contact us:**

If you have a complaint or query about our Services, you can contact us at any time by calling the Team on 0345 6000 789\* (789 from your Virgin Mobile handset) in the UK, by writing to us at The Team, Virgin Media, Sunderland, SR43 4AA or by emailing us through our website from the "Contact Us" page. We will try to resolve your query or dispute as quickly as possible. If you have a complaint about your mobile insurance you should contact the Virgin Media Protect team at Asurion by calling 0345 030 32914\* (open 8am-9pm Monday-Friday, 9am-6pm weekends (closed Bank Holidays), emailing [virginmedia@asurion.com](mailto:virginmedia@asurion.com) or writing to: Virgin Media Protect, PO Box 71012, London, W4 9FW.

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

To give you peace of mind we are members of the Communications and Internet Services Adjudication Scheme (CISAS). This is an independent body set up to help resolve any problems with the Services we provide and the service you receive. For more information on how to refer a dispute or complaint to CISAS see [www.cisas.org.uk](http://www.cisas.org.uk). We 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) by notifying us within 14 days from the date your contract started that you want to end this Agreement without giving any reason;
- (b) at any time after that for any reason by giving not less than 30 days' notice to the Team on 789 from your Virgin Mobile handset or by calling 0345 6000 789\*;
- (c) 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;
- (d) if all of the Services are permanently no longer available to you;

(e) if you do not accept any change that provides you with a right to cancel which we notify you about and you notify us in accordance with clause 5.3 that you do not accept such change; or

(f) 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 have the right to suspend your access to the Services for any of the reasons set out in clause 8.2 and we 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 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; or

(f) if in our reasonable opinion it is necessary to do so for security, technical or operational reasons.

**10.3** 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 us on cancellation all unpaid Charges on your account. Unless you have cancelled this Agreement under clause 10.1(a), 10.1(c), 10.1(d), 10.1(e) or we have cancelled this Agreement under clause 10.2(d), 10.2(e), 10.2(f) or 10.3 then you must also pay on cancellation the monthly (or other periodic) Charges owed for each month of your Contract Allowance through to the end of your Minimum Term. Where your Minimum Term is more than one month the Charges will be less any costs we save as a result of your cancellation before the end of the Minimum Term. We will advise you of the Charges ahead of cancellation and you can find details of such Charges on the Virgin Mobile website at [virginmedia.com/legalstuff](http://virginmedia.com/legalstuff).

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 will provide you with information about the process, including any Charges payable, compensation rights and the impact on any other services we 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 [\[insert URL\]](#).

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) (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; and(d) you will lose any unused Top Up or 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(f).

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

### **11.1 How we use your data:**

By subscribing to our Services you are giving us your consent in accordance with our Privacy Policy [virginmedia.com/privacy-policy](https://virginmedia.com/privacy-policy) to use your personal information together with other information for the purposes of providing you with our Services, service information and updates, administration, credit scoring, customer services, training, tracking use of our Services (including processing call, usage, billing, viewing and interactive data), profiling your usage and purchasing preferences for so long as you are a customer and for as long as is necessary for these specified purposes after you terminate the Services. We may occasionally use third parties to process your personal information in the ways outlined above. These third parties are permitted to use the data only in accordance with our instructions and the law.

### **11.2 Marketing consent:**

We may also use your personal information to contact you with information about special offers and rewards (this may include special offers of other carefully selected companies). We may also disclose your personal information to other Virgin companies so that they can contact you with information about their products and services.

### **11.3 Insurance:**

If you have taken mobile insurance you are giving us consent to provide your personal information to the policy administrators, Asurion Europe Limited ("Asurion") in order to administer your policy, validate claims and for fraud protection purposes. Asurion administers your insurance on behalf of the insurer and policy underwriter, Liberty Mutual Insurance Europe Limited, who is the "Data Controller" as that role is defined in the Data Protection Act 1998 (Information Commissioners Office registration number Z6118163). Once the relevant data has been passed to Asurion by Virgin Media, Asurion will undertake all responsibilities as "Data Processor" (as defined in the Data Protection Act 1998) for the Data Controller in respect of that data. Please refer to your policy documents for full details of how Asurion will use your data.

### **11.4 How we can contact you:**

From time to time, and in accordance with our Privacy Policy, we and other Virgin companies may contact you by mail, telephone, email, other electronic messaging services (such as text, voice, sound or image messages including using automated calling systems) or fax.

### **11.5 Subject access request:**

You have a right to ask for a copy of the information we have about you (for which we may charge a small fee) and we'll correct any inaccuracies if you ask us to.

### **11.6 Credit checks:**

We or the retailer you purchase your SIM from may carry out credit checks where necessary to help us 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 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 may also perform subsequent credit checks whilst you retain a financial obligation with us. 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. Please write to Virgin Media's Group Compliance Officer at 500 Brook Drive, Reading, United Kingdom, RG2 6UU if you want to receive details of the relevant fraud prevention agencies. You have a legal right to these details.

#### **11.7 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.

#### **11.8 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 call the Team straight away about any change in your address, email address, any direct debit for your account, or any other change to details you have supplied to us.

#### **12.2 Age Restricted Services:**

If you are under the specified age that may apply to any Age Restricted Services you are not permitted to access such Age Restricted Services. If you are the specified age or over and you access any Age Restricted Services you must not show, or send Content, from the Age Restricted Services to anyone under the age that may be specified on some Content or Services. If you let anyone under the age specified on any Content or Services use your handset you must also ensure that you deactivate access to any Age Restricted Services before doing so. Where you have provided the information to us we may post a flag on your telephone number to inform third party Content providers if you are over 18 years of age.

#### **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. Where there is any inconsistency between the Other Legal Stuff and the terms and conditions, the Other Legal Stuff shall prevail.

## **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:**

1. Any notices of change we give to you will be provided in accordance with clause 5.6. Other than where we inform you via our website or via bill communication (e.g. clause 5.6.2), any other notices we give to you must be in writing and be delivered by hand, post or sent to you electronically (e.g. by email, SMS or via My Virgin Media). It is your responsibility to ensure that the contact details you supply to us are kept accurate and up to date.
2. Any notices that you give to us should be given in line with the directions set out on the My Virgin Media area of the Virgin Media website or in your welcome pack or in the event that you are notified of a right to cancel this Agreement in accordance with the instructions set out in our notification of your right to cancel.
3. Where we send you a notification, or vice versa, the notice period will start from the day on which the notice is delivered if it is delivered by hand, 2 working days (i.e. excluding Saturdays, Sundays and public holidays) after the date it was posted if sent by post, or from the date of successful transmission if it is sent electronically.
4. At any time, you may give notice by requesting a PAC or STAC code from us in accordance with the process outlined [here – insert URL]. 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.

## **Terms and conditions of service: 4G**

### **These terms and conditions also apply to customers who use our 4G Services.**

1. To use our 4G Services you will need to have a 4G compatible device, a 4G tariff and a 4G SIM card. If you joined before October 2016 you will not have a 4G tariff. Contact our Care team on 0345 6000 789\* (789 from your Virgin Mobile handset) to add 4G to your account. You may also need to install a software update on your phone. We will provide you with instructions on how to do this.
2. You can only use 4G Services when you are in a 4G enabled area and in range of a 4G base station. 4G is only available in parts of the UK. When not in a 4G enabled area, you will receive access to 3G or 2G Services (or no Service in areas without Network coverage).



3. Our 4G Services are available if you are in range of a 4G base station which forms part of the Network that we use. Our Network and Services are variable and your coverage will be affected by a range of factors. See clause 4.1 of the Airtime terms and conditions for more details.

4. You should use our coverage checker before signing up to our 4G Services as a guide to the 4G coverage you may receive. This will give you an indication of our possible outdoor coverage but does not guarantee actual coverage.

5. 4G Services may be available when Roaming, or we may introduce and/ or withdraw 4G Roaming at any time. If you want to know whether 4G Roaming is available in a specific country you should call our Care team on 0345 6000 789\* (789 from your Virgin Mobile handset).

6. Your data allowance will be used for all the different types of mobile data you access. It does not distinguish between 3G or 4G data.

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

### **Terms and conditions of service: 5G**

#### **These terms and conditions also apply to customers who use our 5G Services.**

1. To use our 5G Services you will need to have a 5G compatible device, a 5G tariff and a 5G SIM card. You may also need to install a software update on your phone. We will provide you with instructions on how to do this.

2. You can only use 5G Services when you are in a 5G enabled area and in range of a 5G base station. 5G is only available in parts of the UK. When not in a 5G enabled area, you will receive access to 4G, 3G or 2G Services (or no Service in areas without Network coverage).

3. Our 5G Services are available if you are in range of a 5G base station which forms part of the Network that we use. Our Network and Services are variable and your coverage will be affected by a range of factors. See clause 4.1 of the Pay Monthly and Pay Monthly SIM Only terms and conditions for more details.

4. You should use our coverage checker before signing up to our 5G Services as a guide to the 5G coverage you may receive. This will give you an indication of our possible outdoor coverage but does not guarantee actual coverage.

5. 5G Services will not be available when Roaming.

6. Your data allowance will be used for all the different types of mobile data you access. It does not distinguish between 3G, 4G or 5G data.

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