



Classic – Terms and Conditions.

The full terms of your agreement with Virgin Mobile are below and it's important that you read and understand them before you take our services and before you start using our services. Just in case this summary and the full agreement seem to say different things the terms in the full agreement will be the terms that apply to your agreement.

a. Your cooling off rights (clause J.3.5 – J.3.8)

- You have 14 days from the start of this contract to cancel this agreement immediately and without having to pay an **early disconnection fee**.
- After 14 days, if you want to cancel this agreement you will have to give us 30 days' notice and pay an **early disconnection fee**. We will tell you how much this will be before you cancel.

b. Your minimum commitment (clause B.2)

- This agreement will continue for at least the **minimum period** that we explain to you before you start using our services – this will typically be 24 months.
- If you cancel this agreement before the **minimum period** has finished, you will have to pay an **early disconnection fee**. We will tell you how much this will be before you cancel.
- After the **minimum period** has ended, the monthly charges will be reduced and this agreement will continue on a rolling monthly basis unless you cancel the agreement by giving us 30 days' notice (which you can do before the end of the **minimum period**).

c. Changes to prices (clauses E.6 and E.3)

- The price of your plan will increase each July, in line with RPI. We will give you 30 days' notice of this increase.
- In addition, we may change or increase our charges under this agreement at any time. We will give you 30 days' notice of this. If you are unhappy with these changes, in most cases you can cancel this agreement by giving us 30 days' notice without paying an **early disconnection fee**.

d. Our network (clause D)

- In some parts of the country with poor or no **network** coverage, access to our **network** may not be available.
- Access to our **network** can be affected by weather, as well as your surroundings.
- If access to our **network** will be interrupted because we have to do maintenance work, we will publish details of this.

e. Breaking this agreement (clause J)

- If we break this agreement in any serious way and do not put it right within 7 days of you asking us to, you may cancel this agreement by giving us 30 days' notice.
- If you break this agreement in any serious way and do not put it right within 7 days of us asking you to, we may cancel this agreement immediately.

f. Ending this agreement (clause J)

- Both of us have various rights to bring this agreement to an end. These rights vary depending on when, how or why you want to bring it to an end. You can find more detail in clause J.

g. Your information (clause K)

- There is a **privacy policy** on our website which explains how we use your personal information. This may be updated from time to time.
- We may use your personal information for marketing purposes if you have agreed to this.
- If you have taken insurance, we will provide your personal information to the company that administers the insurance.

h. Lost or stolen SIM (clause D.4.2)

- If your **SIM** is lost or stolen, please tell us within 24 hours to avoid being liable for charges of up to £100. Terms and Conditions in full:

A. Who we are

1. This agreement is between you and Virgin Mobile Telecoms Limited (part of the Virgin Media group of companies) which is registered in England under company number 3707664. Our registered office is at Media House, Bartley Wood Business Park, Hook, Hampshire RG27 9UP. Our VAT number is 591819014. In this agreement, whenever 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.
2. You will see reference to Asurion Europe Limited, a separate company that we work with that administers the policies for **mobile handset** insurance for customers who have taken a policy via our website. You

are free to use a different insurance provider.

3. The words highlighted in bold in this agreement have special meanings. We've listed them all at the back of this agreement. Also, where we say "for example", "including" and then give examples, it does not mean that these are the only examples of what we're referring to.

B. The agreement between you and us

1. When does our agreement start?

1. This is a legally binding agreement which means we are making certain commitments to each other. It starts when we make the services available to you on the terms of this agreement (your contract start date). We will need to confirm that you're 18 or over and you'll need to pass a credit check too. We will connect you to the network so that you can start using the services as soon as we can, usually within one day.
2. If you're an existing customer and have upgraded with us, your new agreement and new minimum period will start on your new contract start date.

2. How long does it last for?

1. Before we agree to make the services available to you we will explain the **minimum period** that applies. This information will also be detailed in your account. Your agreement continues for at least the **minimum period** unless you cancel it in accordance with clause J.1. You should be aware that if you cancel during your **minimum period** you will have to pay an **early disconnection fee**, as set out in clause J.3.10.
2. If your **minimum period** has come to an end and you have not cancelled this agreement then the agreement will continue on these terms on a 30 day rolling contract (which either of us can end for any reason by giving at least 30 days' notice) and we will continue to provide you with the services as set out in clause C.5, until either you or we choose to end this agreement in any of the ways permitted by clause J.

3. It's just between us

1. This agreement is personal to you and you may not transfer your account or any of your rights or responsibilities under it without our consent. The terms of this agreement also apply to the use of your SIM for which you are responsible. If you want to transfer your SIM please contact the team first.
2. For business reasons, 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 affected as a result.

4. What does it cover?

1. This contract covers the provision of your **airtime plan** and **SIM** and the provision of services.
2. This agreement does not cover your **mobile handset** or any other device you might receive as part of a promotional package. Your **mobile handset** and any other device belongs to you at the point of delivery, if your application is online or by phone, or when it is provided to you if your application is in store. You will be responsible for any loss, theft or damage from this point.

C. Your airtime plan

1. What are you getting?

We agree to provide you with an **airtime plan**. Details of the types of calls, text messages or other services that are included in your **airtime plan** are explained in the joining pack you receive with your **SIM** and are also available online via your account. You can also get them from our team on request.

2. Staying Flexible

During your **minimum period** we may allow you to change your **airtime plan** to a different allowance that we had available at the time you signed up to this agreement. You may do so once per calendar month. The new **airtime plan** and price will apply from your next monthly bill cycle and for the remainder of your **minimum period**, unless and until you change it again.

3. Add-ons and Add-on restrictions

Add-ons can be purchased through your account, through our team, or through other means that we make available from time to time. The price of any **add-ons** that you purchase will be itemised and added to your next monthly bill. **Add-ons** are non-transferable and other restrictions may apply concerning their expiry, validity or use. Aside from your rights to cancel during a **cooling off period** or if we break the terms of this agreement, the **add-ons** will also be non-cancellable and non-refundable where you agree that we supply the **add-on** to you as soon as you have purchased it.

4. Age restricted services

Some content or services are age restricted. If you are under the specified age that may apply to any age restricted services you are not permitted to access them. If you are the specified age or over and

you access the **age restricted services** you must not share them with anyone under the specified age. If you let anyone under the specified age use your **mobile handset** you must 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 that you are over 18 years of age.

5. What happens to your agreement at the end of the minimum period?

At the end of your **minimum period** we will reduce the price of your **airtime plan** by moving you onto the nearest equivalent **pay monthly SIM only airtime plan**, taking into account any discounts or airtime offers agreed with you when you signed up to this **agreement** and any **price adjustment** that has occurred since that time. The new **airtime plan** will be a 30 day rolling contract (which either of us can end for any reason by giving at least 30 days' notice) and detailed on your next monthly bill, and you can contact the **team** with any questions. We will continue to bill you for these **charges** in the same way until you or we cancel the **agreement** as permitted under clause J. If you do not wish your contract to change in this way and to cancel the **agreement** at the end of the **minimum period** you need to provide us with notice at least 30 days' notice before the end of your **minimum period**.

D. Provision of services

1. Access to and availability of the services

1. The **services** are available for you to access where you are in range of a base station which forms part of the **network**. The **network** comprises different types of technology and the availability of the **services** varies depending on where you are in the country. In areas without **network coverage** you will not receive any **services**. You can check the telecommunications regulator Ofcom's coverage checker for more details on **network coverage**.

2. We aim to make our **services** available to you at all times but we cannot guarantee **network coverage** at all times as quality and availability of the **services** could be affected by factors outside of our control, such as faults on the **network** or any other **networks** operated by third parties which are used to provide the **services** to you. Environmental factors such as the weather, the type of building you are in or surrounding trees may also affect availability of the **services**.

3. The **network** may from time to time need maintenance or other work which may result in interruptions to **services**. Where possible and where the **network** provider has informed us, we will detail any such interruptions on our website. You can also get details from our **team**.

4. Some **mobile handsets** may not be able to receive our **services**; this may occur where the above technical factors prevent this or where a **mobile handset** is locked to a different **network**. Our **services** are available only on **mobile handsets** which we have approved for use on the **network**. For **roaming** the terms at clause D.8 apply.

2. Internet Access

Due to the nature of the internet, we cannot guarantee levels of performance of internet access. Internet access is for private use by you and must not be used for activities not reasonably expected of someone using internet access for personal and domestic use, and **acceptable use policies** apply.

3. Using the services

1. You agree you will not use the **services**:

- for anything illegal, immoral or improper;
- for commercial or business purposes, or for a purpose in any way related to an arrangement which we suspect is designed to **artificially inflate traffic** to a number or numbers;
- for calling 'cash back' or 'cash for calling' numbers where you are paid in monetary or other terms by the provider for calling a number; and
- 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 their intellectual property rights.

2. You agree you will:

- pay your bill on time;
- only use the **services** with the **mobile handset** and **SIM** we have approved for use on the **network**;
- give us valid information we reasonably ask for and not give us false information;
- follow all reasonable instructions we give you and any reasonable guidelines we make available to you, including using the **SIM** and **mobile handset** in accordance with their user guides;
- use our **services** in accordance with our **acceptable use policies**; and
- take care to prevent the loss of or damage to the **SIM**.

4. Lost or stolen SIM or mobile handset

1. Any **SIM** we provide to you remains our property and must be returned to us if we ask for it back. You must keep the **SIM** safe and can only use it to access the **services**. If the **SIM** is lost, stolen or damaged call the **team** immediately for another **SIM**.

2. If the **SIM** is lost or stolen and you notify the **team** within 24 hours so that we can take action to prevent unauthorised use you will only be liable for **charges** that are not part of your **airtime plan** relating to any unauthorised use of the **SIM** (including call **charges**) up to £100.

3. If you notify the **team** of a lost or stolen **SIM** after 24 hours we may hold you liable for all **charges** (including call **charges**) that are not part of your **airtime plan** relating to any unauthorised use of the **SIM**, up to the time that you notify us, regardless of whether the **charges** have been incurred by you or someone else. You will continue to be liable for the monthly payment (or other periodic charge) relating to your **airtime plan** until the end of your **minimum period**. We may charge you a reasonable replacement charge for the loss of the **SIM**; you can find details in our **tariff table**.

4. We connect the **mobile handset** to the **network** for your use. If you cease to use the **mobile handset** you will still be obliged to make payments due for your **airtime plan**. In instances where the **mobile handset** is lost or stolen either with or separately to the **SIM** as described above, you must advise the **team**. We suggest you ensure appropriate insurance cover is in place.

5. No reselling

We make the **services** and **SIM** available to you for your use only. You may not re-sell or otherwise make our **services** available to others or commercially exploit our **services** or any **content** in any way.

6. Phone numbers

We grant you the use of a phone number. Very rarely, 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. If that happens and where possible we will provide you with reasonable notice before making the change.

7. Content

We will use reasonable skill and care to maintain any **content** that is provided by you or third party **content** suppliers appointed by us. However as **content** is obtained from a large range of sources, it can be out of date, incomplete or inaccurate and as such access to it is provided on an 'as is' basis: this means that we do not state that such **content** is of satisfactory quality, accurate, error free, secure, fit for a particular purpose, complete or suitable. You must assess the integrity of the **content** and third party products and **services** for yourself as we are not responsible for any reliance you place on the **content** or any transactions you enter into (save for any negligence on our part). In your use of **content** you must be wary of **content** owner's rights, comply with instructions for use and not infringe **content** owner's rights by changing, transferring, re-selling, copying or using the same as part of other work (this doesn't include printing or copying part for your own personal use). For terms relating to **content** provided by but not us but by third parties transmitted via the **network** see clause G.1.4.

8. Roaming

- Our **services** may be made available to you in countries outside of the UK if we or the partner who provides us with our **network** have **roaming agreements** in place. Please check your **roaming** settings via your **account** online and ensure that data is turned on via the **mobile handset**. If you are **roaming** in the EU, you also need to comply with our **roam like home** policy. The costs for outside of allowance for EU use and **additional services** that allow **roaming** outside of the EU are set out in our **tariff table** or are available from our **team**. Overseas **network** operators may bill us some time after you use the **services** – sometimes up to three months later, accordingly there may be a delay in when such **charges** show up on your bill. Please be aware that when you use your phone outside of the EU **charges** will apply.
- If you are using your **mobile handset** in a location in the EU which is close to the border between the EU and another country, outside of **roam like home**, your phone may connect to a **network** in that country and you will be charged **roaming** rates for that usage. To stop that from happening you should take care to note the **network** to which your **mobile handset** is connected before using it. You can also disable **roaming** on your **mobile handset** or you can contact the **team** and we can disable **roaming** for you.

9. Customer satisfaction guarantee and Warranty

- If you obtained a **SIM** directly from us (online, in store or by speaking to the **team** over the phone) then you may benefit from a **customer satisfaction guarantee** or a warranty. Full details are available on our website at <http://store.virginmedia.com/the-legal-stuff/virgin-media-mobile.html> or from our **team**.
- If you return the **SIM** for any reason we may still charge for your use of the **services** at the rates set out in our **tariff table**.
- If you obtained a **SIM** somewhere else, for example from another high street retailer, our **customer satisfaction guarantee** will not be available to you. You'll need to go direct to that retailer if you wish to return the **SIM** or if the **SIM** develops a fault.
- In addition to the **customer satisfaction guarantee** and warranties provided by us, as a consumer you may have what are known as statutory consumer rights and guarantees, that is, rights granted to you by law. Any commercial guarantees and warranties provided by

us or otherwise are in addition to and do not replace or limit these rights. For further information on these rights please visit the Citizens Advice website, a link to this website is provided at clause G.1.1.c.

10. Additional services

Charges for any additional services will be specified in our **tariff table** and any additional terms and conditions that apply will be made known to you as part of the process for agreeing to the **additional services**. They will also be available on our website or from our **team**. We may require you to show a satisfactory credit score or billing history before we provide you with **additional services**.

11. Other legal stuff

As well as this **agreement**, the **services** have **other legal stuff** which applies to them and their use, as notified to you in these terms or otherwise, including as published by us on our website. These may be updated from time to time so please check the website regularly and carefully.

E. Changes to this agreement, the charges, or our services

1. General changes:

1. We may at any time (with prior notice where reasonably possible) change this **agreement** and/or the **services**:
 - a. for security, technical or operational reasons;
 - b. if there is a change or amendment to any law or regulation which applies to us or the **services**;
 - c. if the **services** become uneconomical or technically impractical;
 - d. if the changes are minor and do not affect you significantly;
 - e. to reflect improvements; and/or
 - f. where we reasonably determine that any modification or change in trading, operating or business practices or policies is necessary to maintain or improve the **services** provided to you.

2. We may change our charges, introduce new charges or change the terms of this agreement at any time. We will give you no less than 30 days' written notice if we:

- a. increase our monthly **charges** to you under this **agreement** (except where it relates to a **price adjustment** as detailed in clause E.6 below); and/or
- b. make significant changes to the **agreement** or **other legal stuff** which are likely to materially disadvantage you.

3. You may cancel this agreement without having to pay the early disconnection fee during the 30 days' notice period (detailed in clause E.2) by giving us 30 days' notice to cancel your agreement and you will not be affected by the notified changes. Your agreement will be cancelled at the end of the 30 days' notice period you have provided us or before this time if we agree this with you. If you do not provide the cancellation within this specified period you will not be able to cancel the agreement under this clause E.3 and the increase in monthly charges and/or material changes to this agreement will apply.

4. You may not cancel this agreement under clause E.3 if:

- a. we implement a change that has been imposed on us by a regulator with appropriate authority, for example Ofcom or as a direct result of new law or government regulation;
- b. it relates only to an **additional service** (unless we specifically notify you of a right to cancel in which case you may cancel by providing us at least 10 days' notice); or
- c. it relates to a **price adjustment** as detailed in clause E.6 below.

5. If your account is in credit from an add-on we will refund you the amount of credit you have paid for and not yet used (excluding any initial airtime or other credit we may have credited to you).

6. The charge for your airtime plan will increase with your July bill each year. Any increase will be in line with the retail price index (RPI) rate of inflation at the time, and we'll always give you at least 30 days' notice of the exact increase each year. We use the RPI rate announced in April to adjust your bill.

F. Charges, payments and credit limits

1. Pay by Direct Debit

You must pay your bill by direct debit from a suitable bank allowing such payments and you must maintain an active direct debit during your **minimum period** and at any time we are providing you with pay monthly **services**.

2. Credit Limits

We may set a monthly credit limit on your **account** that will be an amount we reasonably consider appropriate. If we do, we'll let you know what the limit is. If you exceed the monthly credit limit we may suspend access to the **services**. You should not use the credit limit as a budgeting tool as the amount you owe is not capped or limited and you will still be liable to pay the **charges** if you exceed the monthly credit limit we have set.

3. Charges, bills, paying on time and use of the services outside of your airtime plan

1. We will apply the **charges to your account**. You will be responsible for paying the all **charges on your account** whether or not they have been incurred by you personally (except when clause D.4.1.2 applies). **Charges** will be set out in the **tariff table** on our website. You can also get a copy from our **team**. All use of the **services** that is in excess of or not included within your **airtime plan** will be charged to your **account** separately at the applicable rates specified in our **tariff table**.
2. We'll send you a bill every month advising you of the total amount of **charges** you owe us. We may change the billing period at any time but we will notify you in advance if that happens. Our pricing, as set out in our **tariff table** and elsewhere, assumes e-billing. If you request a paper bill then you agree to pay a reasonable separate charge each month for this. The current monthly charge is detailed in our **tariff table**.
3. Each month, for customers using e-billing, we'll let you know as soon as your bill is ready to view. You can see your bill by logging in to your **account** on our website. We may appoint a third party to provide you with your bill on our behalf. Bills issued by such third party and payment to that third party will be a valid discharge of your payment obligations under this **agreement**.
4. 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 may stop you using some or all of our **services** and may also terminate this **agreement** under clause J.2.1.d. If you think there is a mistake on your bill please tell us straight away.
5. If you do not pay a bill on time 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 any administration or collection costs which we reasonably incur as a result of you not paying your bill on time and in full.
6. We may require you to make a **deposit** to be used as security for the **charges**. We do not pay interest on **deposits**. A **deposit** is likely to be required if you have less than four months' credit history with us and wish to activate **roaming** outside of the EU on your **account**, for the reason set out in clause L.2.1 or if you do not pay your bill on time. **Deposit** details are included 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 in full, or if you owe us less than the **deposit** we will repay the balance once we've paid any **charges** you owe us if:
 - a. This **agreement** is cancelled in accordance with clause J.1; or
 - b. You return the **SIM** under the terms of any customer satisfaction or returns policy that applies to your purchase.
7. You may also choose to pay the **charges** in advance but must still maintain an active direct debit for your **account**. To pay the **charges** in advance, either purchase and register a Virgin Media top-up voucher or pay by credit/debit card. If we have reasonable cause to believe that your card payment will be dishonoured or if we cannot validate any card details provided to us we may refuse your chosen method and request an alternative.

G. Liability

1. Our Liability to you

1. Nothing in this **agreement** removes or limits our liability to you for:
 - a. death or personal injury caused by our negligence,
 - b. fraud; and/or
 - c. any of the legal rights and remedies available to you in relation to the **services** or this **agreement** as a consumer. None of these rights and remedies are affected by this **agreement**. For more information please visit Citizens Advice at www.citizensadvice.org.uk or call 03454 040506*.
2. Apart from as set out above at clause G.1, we shall not be liable to you for:
 - a. business loss such as loss of income, profits, wasted expenses, revenue, anticipated savings or loss of opportunity;
 - b. any corruption, deletion or loss of data in connection with the use of the **services**; or
 - c. any indirect loss or damages which were not reasonably foreseeable as a consequence of our breach at the time this **agreement** was made (including loss of income, profits, wasted expenses, revenue, anticipated savings or loss of opportunity).
3. Apart from as set out above at clause G.1.1 and G.1.2 our liability to you will be limited to £3,000 for one incident, or £6,000 in total for all incidents that occur in any 12 month period under this **agreement**.
4. 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 provided by third parties, and to acquire goods or **services** from third parties. The **network** is essentially the 'pipe' transmitting this **content** to or from you without any control over this **content** (including, goods or **services** the third party **content** providers may supply or provide to you). We therefore cannot be responsible or held liable for third party sites, their **content**, or for any goods or **services** you may obtain from them. Please remember you are responsible for any **content** that you upload or transmit.

2. Claims

We encourage you to tell us about any claims for loss that 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 system before we delete the records in accordance with our legal obligations.

3. Things beyond our control

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

4. As a consumer you also have other legal rights and remedies that apply in addition to any provided to you under this agreement or common law. Some of the key rights you have as a consumer are contained in the Consumer Rights Act 2015, which provides legal remedies to you where we have, for example, not exercised reasonable care and skill in providing the services to you, or where goods or digital content we provide to you are faulty or not as described. These remedies may include the right to ask us to fix the problem or to a price reduction. Consumer law also gives you rights if we provide you with misleading information that leads you to enter into an agreement with us. For information on your legal rights and remedies available to you as a consumer, please visit the Citizens Advice website at www.citizensadvice.org.uk.

5. Continuation

This clause G will apply even after this **agreement** has ended.

H. Suspending, terminating or disconnecting access to our services

1. 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 and will provide notice where reasonably possible.

2. Other reasons

- We may suspend your use of the **services** (except for calls to emergency **services**) without giving you notice if use of the service is required to be suspended following an order, instruction or request from any government body, a court of competent authority, any emergency service organisation, or any other person or organisation with the appropriate authority to request such suspension.
- We may suspend your use of the **services** (except for calls to emergency **services**) without giving you notice if you (or anyone who uses the **SIM**):
 - do not keep to the terms of this **agreement** and we reasonably believe it to be a serious issue;
 - damage the **network** or put the **network** at risk;
 - harass, abuse or threaten our staff;
 - notify us that the **SIM** is lost or stolen;
 - exceed any credit limit we may have set for you or do not pay a bill when it is due or where there is unusual use on the account (for your security);
 - have provided us with material information that we reasonably believe is false or misleading;
 - suspend or cancel any direct debit for **your account** or otherwise allow it to become inactive unless alternative payment provisions have been agreed between us;
 - engage in fraudulent activity on **your account** or we reasonably believe you have done so;
 - contravene our **acceptable use policy** and we reasonably consider it to be a serious issue;
- In rare circumstances and while we would seek to avoid it, suspension under clauses H.2 may result in us subsequently cancelling this **agreement** and disconnecting you from the **network** without notice under clause J.2.1. The effects of this are set out at clause J.3.

3. Reconnection charges

We may charge you a fee to reconnect you to our **services** except where this is required as a result of **network** problems as set out in clause H.1 or due to our fault. Details of any fee are included in our **tariff table**.

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 services** 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.

I. Queries, questions and contact details

1. Contact details

- If you have a complaint or question about our **services** you can contact us at any time by calling the **team** on 0345 6000 789* (or 789 from your Virgin Mobile). You can also write to us at The **Team**, PO Box 333 Matrix Court, Swansea SA7 9ZJ or you can email us via the "contact us" page on our website. We will try to resolve your complaint or questions as quickly as possible. A guide to our Consumer Complaint Resolution Code of Practice can be found at: <http://store.virginmedia.com/content/dam/eSales/Downloads/Consumer%20Complaint%20Code%20of%20Practice.pdf>.
- If you have a complaint or question about your mobile insurance you could contact the Virgin Media Protect **team** at Asurion on 0345 030 32914*. You can email virginmedia@asurion.com or write to Virgin Media Protect, PO Box 71012, London W4 9FW.

2. Further help

- We are members of the Communication and Internet **Services** Adjudication Scheme (CISAS). This is an independent body set up to help resolve any problems with the **services** we provide. For more information on how to refer a complaint to CISAS see www.cisas.org.uk. We may replace this with another dispute resolution service at our discretion.
- You may also be able to refer a dispute to the European Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/odr>. The ODR is a web-based platform designed to help consumers who have bought goods or **services** online. It provides access to independent alternative dispute resolution **services** which are usually free for you to use.

J. When our agreement ends

1. Your right to cancel:

- You may cancel this **agreement**:
 - by law, within 14 days from your **contract start date** without giving any reason (the **cooling off period**);
 - at any time after that **cooling off period**, for any reason, by giving at least 30 days' notice to the **team**;
 - by giving at least 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;
 - if all of the **services** are permanently no longer available to you;
 - if you do not accept any change that we notify you about in accordance with clause E.2 and you notify us in accordance with clause E.3 that you wish to cancel this **agreement**;
 - at any time by giving us not less than 30 days' notice – but if this is during the **minimum period** you will have to pay the **early disconnection fee**. If you want to cancel the **agreement** so that it ends at the end of the **minimum period**, you can give us notice 30 days' notice before the end of the **minimum period**.

2. Our right to cancel

- We may cancel this **agreement** immediately in the following circumstances (we will try to provide you with such notice as is feasible in this case):
 - if we have already suspended access to the **services** for any of the reasons set out in clause H.2 and we reasonably believe that the grounds are serious and have not been, or unlikely to be, rectified (but not if we have suspended access to the **services** for the reason in H.2.2.a or H.2.2.d);
 - if we have not already suspended access to the **services**, for any of the reasons set out in clause H.2 (except for the reason set out in clause H.2.2.a) if we reasonably believe that the circumstances are serious enough and have not been, or are unlikely to be, rectified which may include fraudulent use, the sharing or accessing of illegal or abusive **content** or the harassment of our staff;
 - if you do not keep to the terms of this **agreement** and we reasonably believe it to be a serious issue and do not put it right within 7 days of us asking you to;
 - if you do not pay the **charges** in full or on time as set out in clause F.3.4 or you become bankrupt or make any arrangement with your creditors;
 - if the **network** is no longer available to us or if we cease operating as a business;
 - if our authority to operate as a public communications provider is suspended for any reason;
 - if in our reasonable opinion it is necessary to do so for security, technical or operational reasons; or
 - at the end of your **minimum period** we may cancel your **agreement** at any time by giving you not less than 30 days' notice.

3. Effect of this agreement ending

- If this **agreement** ends, we'll close your **account** and disconnect you from the **services**. From this point you won't be able to use the **services** or make emergency calls on the **network**.
- Your use of the phone number will also end once your **account** is closed (unless you're moving to another provider in which case you

will need to contact the **team**) and you will lose any **top-up** or **add-on** credit (except in the circumstances set out in clause E.5.

3. You may be requested to return the **SIM**.

4. If this **agreement** is ended for any reason, or if any of the **services** are cancelled, we 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.

Ending this **agreement** during the **cooling off period**:

5. If you choose to use your right to cancel the **agreement** during the **cooling off period**, we will refund payments you have made to us prior to cancellation, such as upfront card payments or one time **charges** and where possible these will be refunded automatically to the card used or where appropriate, applied to your **account**. This will take place once you have returned any **equipment** (including the **SIM**) obtained from us when we accepted your application for the **services** (the **equipment**) as set out at clause J.3.7 below.

6. You will still be liable for any out of allowance **charges** or delayed **roaming charges** and a proportionate amount of the **charges** for **services** under J.3.8 below any such **charges** will appear on a further bill.

7. If you end this **agreement** during the **cooling off period** you must return any **equipment** to us. You must keep the **equipment** safe and return it to us in its original packaging. If obtained online or over the phone please follow the instructions provided to on the website or as instructed when you contacted us. If you obtained the **equipment** in store please return it to the store and our **team** will assist you. We must receive the **equipment** within 14 days. If we do not receive the **equipment** as instructed, we may need to charge you for our loss and for the cost of recovering or trying to recover this from you.

8. For any **services** used in this time you'll need to pay us on cancellation an amount proportionate to any **services** provided to you up to the cancellation date and this amount will be detailed on your next bill.

Cancelling this agreement after the cooling off period but before the minimum period expires:

9. If you have cancelled this **agreement** under clause J.1.1.b that is, after your **cooling off period**, for no reason, and before your **minimum period** expires; or if we have cancelled this **agreement** before the **minimum period** expires under our right to cancel where there are serious grounds and we don't think the situation is going to be rectified (including where you have failed to keep up your monthly payments) (clauses J.2.1.a to J.2.1.c), then we will charge you an **early disconnection fee** which is by way of compensation to us for ending this **agreement** early.

10. The **early disconnection fee** will be calculated at the date of cancellation and will take into account how much of the **minimum period** is left, less any costs we save as a result of the early disconnection. We will advise you of the charge ahead of cancellation and you can find details of the **early disconnection fee** on the Virgin Mobile website.

K. Your details and how we use and look after them

1. How we use your data

Please take time to read our **privacy policy** and our cookies notice which set out and apply to the use of your personal and other information by us and our group companies and your rights in respect of such use, but which are not part of this **agreement**. We may need to change our **privacy policy** and cookies policy from time to time. Our latest policies will always be posted on our website at <http://store.virginmedia.com/the-legal-stuff/security-privacy-virgin-mobile.html>.

2. Recording

We may record or monitor and conversations about your **account** or **services** to assist us to improve the quality of service or **airtime plans** we provide to you.

3. Marketing consent

Where you have agreed to this, 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) and also disclose your personal information to other group companies so that they can contact you with information about their products and **services**. Further details are provided in our **privacy policy** as detailed at clause K.1.1 above.

4. Insurance

If you have taken mobile insurance via the Virgin Mobile website we will provide your personal information to the policy administrators, Asurion Europe Limited (Asurion) in order to administer your policy, validate claims and for fraud protection purposes. Asurion administers your insurance on behalf of the insurer and the policy underwriter, Liberty Mutual Insurance Europe Limited who is the data controller for the purposes of data protection laws (Information Commissioners Office registration number Z6118163). Once the relevant data has been passed to Asurion, Asurion will undertake all responsibilities as data processor

(for the purposes of data protection laws) for Liberty Mutual Insurance Europe Limited in respect of that data. Please refer to your policy documents for full details of how Asurion will use your data.

L. Credit checks

1. How and why?

1. Prior to entering into an **agreement** for our **services** we may carry out credit checks where necessary to help us both confirm your identity and decide whether to accept your application. The credit check may include looking at our own and the retailer's information (if you apply through a third party retailer), the details you have given us, and registering and checking your information with credit reference agencies that 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 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 maintain a financial obligation with us.

2. 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** 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. For details of the relevant fraud prevention agencies please write to our Compliance Officer at Media House, Bartley Wood Business Park, RG27 9UP. You have a legal right to these details.

2. Our assessment

If our assessment of your credit check result does not meet our normal requirements then we may require you to make a **deposit** with us, or we may decline to provide you with **services** and particular **airtime plan**.

M. General

1. Notices

1. If we need to send you any notices under this **agreement** we will communicate via phone, text message, email or by post using the most recent contact details you have given us. The notice will be considered to have been received by you at the time of the call, transmission of the message or email.

2. If you change your address, email address, direct debit or make any other changes to your details call the **team** straight away.

2. Severability

If a term of this **agreement** is determined by a court not to be legally enforceable the remainder of this **agreement** shall still continue to be effective. We can also replace any term that is not legally effective with a term of **SIM**ilar meaning that is lawful and effective.

3. 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.

4. Just us, no third party rights

This **agreement** is just between you and us. A third party has no rights or benefits in or shall be able to take any action against you or us in connection with it.

5. Inconsistency or conflict

Where there is any inconsistency or conflict between the online version of this **agreement** and any print version of it, the online version shall apply and override the print version. Where there is inconsistency or conflict between the **other legal stuff** and this **agreement** the **other legal stuff** shall apply and override in relation to the subject matter of the **other legal stuff**.

6. The law

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 you or we have a dispute about this **agreement** and want to take court proceedings, you or we must do so in the relevant court of one of the four parts of the United Kingdom (England, Wales, Scotland or Northern Ireland) which party's courts will have exclusive jurisdiction.

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

Glossary:

acceptable use policies means our acceptable use and fair use policies in force from time to time, which can be seen at <http://store.virginmedia.com/the-legal-stuff/acceptable-use-policy.html>.

add-on means a product (for example a data **add-on**) that allows you to obtain access to our **services** when you are outside your **airtime plan**, for example, by purchasing a specific time limited allowance of the service. The use of add-ons will be covered by this **agreement** and any other terms that we make available to you at that time.

additional services means optional **services** (for example **roaming** outside of the EU, access to **services** charged at premium rates, **content** or applications) which are likely to be supplied outside of your **airtime plan** and are chargeable at the rates set out in our **tariff table**.

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 which cover the **SIM** card and the **services**, the **other legal stuff** and the **charges** and other details in our **tariff table** that apply to your **account**.

airtime plan means the agreed allowance of minutes, texts and data that we 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 have an allowance of 250 minutes, unlimited text messages and 500MB of data a month.

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** in accordance with our **acceptable use policy**.

cooling off period means the 14 day period from your **contract start date** in which you are legally entitled (with no requirement to give us a reason) to cancel your **agreement** with us.

charges means **charges** for access to and use of the **services** as set out in the **tariff table** and any relevant marketing material or other materials setting out the details of your **airtime plan** or other extras such as **add-ons**. **Charges** may cover (without limitation) include 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**.

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**.

early disconnection fee means the charge described in clause J.3.9.

mobile handset means your handset, manufacturer's charger and any ancillary **equipment** such as headphones supplied with the handset obtained from us when you signed up to receive the **services**.

messaging services means any email, voicemail, text (SMS) and multi-media **messaging services** (MMS), personal information management and other message or communication facilities which let you communicate with others and also includes 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 period means the minimum fixed period for the supply of your **airtime plan**, **SIM** and **services** starting from the **contract start date**. Unless we agree otherwise the **minimum period** will be 24 months from the **contract start date**.

network means the mobile telephone system that provides our **services**.

other legal stuff means the additional terms and conditions which apply to our **services**, including our **acceptable use policies** and **roam like home** and any applicable promotional offers relating to our **services**, as published by us on our website as updated by us from time to time.

price adjustment means an increase **charges** in line with the current retail price index rate of inflation as described at clause E.6.

pay monthly SIM only means an **agreement** for the service, **airtime plan** and **SIM** only on a pay monthly basis.

roaming is an **additional service** that allows you to access the **services** on a **network** belonging to another operator outside of the UK.

roam like home means our **acceptable use policy** for **roaming**.

services means the mobile telephone **services** offered by us including but not limited to, call **services**, internet access, **messaging services**, **age restricted services** and **additional services** where appropriate, which we have agreed to provide to you.

SIM means a card which contains your Virgin Mobile phone number and enables you to access our **services**.

tariff table means our current list of **charges** and prices which is updated from time to time and available on our website at <https://myvirginmedia.com/discover/mobile/your-mobile/your-tariff/tariffs/>, in our latest catalogue, or from our **team** upon request.

team means the Virgin Mobile customer service **team**. Our contact details are 0345600789* or 789 from your Virgin Mobile.

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**.

your account means your customer account available to you at: <https://mobile.virginmedia.com/ecare/login>

