

## **Terms and Conditions – Classic Contracts**

We will be updating our terms and conditions from 17 June 2022 based on changes to Ofcom rules. The regulation changes are designed to improve your rights where we make changes to your services. The updated terms will be available on our website and will apply to your services from 17 June 2022. Please check our website at [www.virginmedia.com/legal](http://www.virginmedia.com/legal) for details.

### **Quick Summary**

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 April, in line with the Retail Price Index (RPI) rate of inflation plus an additional 3.9% which is applied at the same time. We will give you 30 days' notice of this 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 plan 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 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 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.  $£23.94 \times 1.039 = £24.87366$ .

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 so that we can take action to prevent unauthorised use of your SIM and associated charges being added to your bill (limited to up to £100 where notification is received within 24 hours).

## **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 500 Brook Drive, Reading, RG2 6UU. 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", "include" or "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.3.9.

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:

- a. for anything illegal, immoral or improper;
- b. 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;
- c. 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
- d. 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:

- a. pay your bill on time;
- b. only use the services with the mobile handset and SIM we have approved for use on the network;
- c. give us valid information we reasonably ask for and not give us false information
- d. 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;
- e. use our services in accordance with our acceptable use policies; and f. 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 us 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 not by us but by third parties transmitted via the network see clause G.1.4.

## **8. Roaming**

1. 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.

2. 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**

1. 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-medimobile.html> or from our team.

2. 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.

3. 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.

4. 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.

### **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 include, but are not limited to, the Traffic management policy, the Early Disconnection Fees, and the Virgin Media Spending Caps Policy. These form part of this agreement and 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 plan will increase with your April bill each year. Any increase will be in line with the retail price index (RPI) rate of inflation at the time 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%.**



## **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.4.2 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](http://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](http://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**

1. 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.

2. 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)

a. do not keep to the terms of this agreement and we reasonably believe it to be a serious issue;

b. damage the network or put the network at risk;

c. harass, abuse or threaten our staff;

d. notify us that the SIM is lost or stolen;

e. 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);

f. have provided us with material information that we reasonably believe is false or misleading; g. 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;

h. engage in fraudulent activity on your account or we reasonably believe you have done so;

i. contravene our acceptable use policy and we reasonably consider it to be a serious issue;

3. In rare circumstances and while we would seek to avoid it, suspension under clauses H.1 and 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**

Contact details

1. 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, Virgin Media, Sunderland, SR43 4AA 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:

<https://www.virginmedia.com/legal/consumer-complaint-resolution-code-practice>.

2. 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](mailto:virginmedia@asurion.com) or write to Virgin Media Protect, PO Box 71012, London W4 9FW. 5. Further help 1. 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](http://www.cisas.org.uk). We may replace this with another dispute resolution service at our discretion.

2. 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:**

1. You may cancel this agreement:

a. by law, within 14 days from your contract start date without giving any reason (the cooling off period);

b. at any time after that cooling off period, for any reason, by giving at least 30 days’ notice to the team;

c. 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;

d. if all of the services are permanently no longer available to you;

e. 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;

f. 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**

1. 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):

a. 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.2.1.a or H.2.1.d);

b. 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.2.1.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;

c. 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;

d. 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; e. if the network is no longer available to us or if we cease operating as a business;

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

h. 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**

1. 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.

2. 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.

### **2. Recording**

We may record or monitor and conversations about your account or our 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.

### **5. Caller Location Information**

You agree that we will give your details, including mobile telephone number and geographic location to the emergency services.

## **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 similar 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 1. 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 part'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 the use of your inclusive minutes, texts and data allowance in your airtime plan while roaming in the EU. Fair Use Policy applies <https://store.virginmedia.com/the-legal-stuff..>

**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 <http://store.virginmedia.com/virgin-media-mobile/pay-monthly/pay-monthly-call-charges.html>, in our latest catalogue, or from our team upon request.

**team** means the Virgin Mobile customer service team. Our contact details are 03456000789\* 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>