Terms and Conditions.

(Sorry, even we couldn't make this exciting.)
Effective from 17th April 2023
TERMS AND CONDITIONS

Terms and conditions of your residentical customer service agreement for Virgin Media Television, Virgin Broadband and Virgin Phone services

These terms and conditions set out the agreement between (1) you (‘you’ or ‘your’), (2) Virgin Media Limited, (Company Number 05291927) whose registered address is 500 Brook Drive, Reading, RG2 6LU (‘we’ or ‘our’); (3) Virgin Media Payments Limited, (Company Number 00034947), whose registered address is 500 Brook Drive, Reading, RG2 6LU (‘Virgin Media Payments’); and (4) Virgin Mobile Telecommunications Limited, (Company Number 03707564) whose registered address is 500 Brook Drive, Reading, RG2 6LU (‘Virgin Mobile’).

Your use of the services will be governed by these terms and conditions, the additional terms set out in your customer contract, any service change receipt and the relevant “Legal Stuff”. Please read through these terms and conditions carefully, as they apply to all residential customers who take services from us.

The words highlighted in bold throughout these terms and conditions have special meanings which can be found in the Glossary at the end of these terms and conditions. Also, where we say “include” or “including” in these terms and conditions and then give examples, it does not mean that these are the only examples of what we are referring to.

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Summary of Terms:

Below this summary are the full terms and conditions. These terms and conditions (and the additional terms set out in your customer contract, any service change receipt and the relevant “Legal Stuff” on our website) form your agreement with Virgin Media and Virgin Media Payments. When referring to “agreement” we mean all of these things. The agreement is legally binding, which means that we are making promises to each other about the services we provide and how you are permitted to use those services.

It is important that you read and understand the full terms and conditions before you order and start using our services. Just in case this summary and the full terms and conditions seem to say different things, the terms in the full terms and conditions will be the terms that apply.

Your right to cancel during the cooling off period – See Section M

- If you have ordered the services online, by telephone or from an agent attending at your home, and have entered into a new contract, you have the right to cancel those services within your 14 day cooling off period. You can cancel immediately during this time without having to pay an early disconnection fee.
- Your cooling off period will begin from the date your Virgin broadband service is activated.

Cooling off rights do not apply to certain digital content, e.g. Pay-Per-View movies, that we provide to you as part of the television service.

How long does your agreement last?

The minimum period

This agreement will continue for a minimum amount of time (the minimum period). We will explain the length of your minimum period to you before you start using any services or offers, and your minimum period will also be set out in your order confirmation. This minimum period will typically be 12 months from when we activate your Virgin broadband service but we may offer services with other minimum periods e.g. 30 days or 6, 12, 18 or 24 months.

If you want us to stop providing the services at the end of your minimum period you will need to give us at least 30 days’ notice as set out in Section O.

What happens after the minimum period?

- Once your minimum period ends, if you haven’t asked us to stop providing the services or asked us to change your services as mentioned above, we will continue providing you with the same services (as described in more detail below) on the then current standard monthly price for your services.
- Some of the offers or discounts we provide from time to time may last longer than the minimum period and this will have been discussed with you at the time you took up that offer or discount. After the end of the discount or offer your price will increase to the current price for those services.
- If the offer or discounted rate lasts for the same time as your minimum period, your price will increase when the minimum period ends.
- Also, please note that whilst we will have told you the standard monthly price at the time you entered the agreement, you will pay the current price at the end of the minimum period, so the price may have increased during your minimum period. Please check on the Virgin Media website or call us on 150 from a VM landline or 0345 454 1111 from any other phone for the updated pricing.

Paying for your service – See Section J

You will receive two bills for your services as follows:

- Virgin Services Bill – includes your monthly recurring charges, (including for any additional services related to your television, broadband or landline services), any charges to bill charges and additional fees for Pay-per-View programmes or third party content and services. You must pay Virgin Media Payments.
- Virgin Mobile Usage Bill - includes the charges for any additional services related to your Virgin Mobile service, and other out of allowance charges that are not included in your airtime plan. You must pay Virgin Mobile.

Call rates that are applicable from time to time may be viewed in our tariff guide posted on this section of the Virgin Media website virginmedia.com/mycharges.

This may mean that you will receive two separate bills and each one will be collected by direct debit.

All charges for the services as set out in our price guides and tariff guides, or as set out in your order summary and/or your bill:

- You need to make sure you pay your bills so that both Virgin Media Payments and Virgin Mobile receive payment before the due date shown on your bills.
- If you do not pay your bills on time, you may need to pay interest or other charges for your default, such as the late payment charge and/or any charges levied by your bank or building society against us (or Virgin Media Payments or Virgin Mobile) for failed payments and direct debits. Please see the price guides for details, which can be found at virginmedia.com/pricenguide

How do I end my agreement? – See Section O

- You can switch your mobile service to another provider using your PAC code at any time. You can also cancel any other service or this agreement entirely at any time by giving 30 days notice.

- If you cancel a service or this agreement entirely before the minimum period has finished (and not during the cooling off period) you may have to pay an early disconnection fee. We will tell you how much this will be before you cancel. You can find out more details on the early disconnection fee and process by visiting the Legal Stuff section at https://store.virginmedia.com/the-legal-stuff/.

What if I move home during my minimum period? – See Section P

Moving within the Virgin Media network area

- When you take our services you agree to take these at or from your home address. If you move home, the following sections tell you how this will impact your services other than your mobile services (which you can take with you if you move home within the UK). If you are unable to take your other services we may need to change your airtime plan as described in Section L.6.
If you move home during your minimum period and we have agreed to continue to provide services at your new address then your minimum period will continue for as long as your services are provided there. If you move home during the minimum period, the remaining 5 months of your minimum period will apply. In all other circumstances a new minimum period may apply.

If there is an insufficient capacity on our network (for example, it may be temporarily in view of a network upgrade) to transfer your services to your new address we will discuss what options might be available to you. If you can provide these services to your old address, if what we can provide is not equivalent to the service agreed then we may also have to make changes to your account or request that you pay an early disconnection fee.

If you have purchased a mobile handset from Virgin Media Mobile Financial Services Limited, under our Mobile Network Agreement, regulated by the Consumer Credit Act. That agreement will only apply if you enter into an agreement with us for any of our services with you, so you will need to keep making payments under that agreement for as long as we provide those services. Early termination of your contract early can then you end your services with us at any time on 30 days notice but your contract for any equipment or services (e.g. broadband, home phone and TV) will continue and if you choose to end your contract before the minimum period then you may have to pay an early disconnection fee.

Moving outside of the Virgin Media Network during your minimum period

The Virgin Media network area does not cover all of the UK – please see our post code checker available on our website to check availability. If you are moving to a property outside of our network we will no longer be able to provide broadband services, television services and landline phone services to you. If this is during your minimum period it will mean that you will be asking to end your services early, so you may need to pay an early disconnection fee. If you are moving to a property within the UK you should inform us of this when you submit your disconnection request. If you have agreed to any changes to your account notice is received within 24 hours (including in advertisements, direct mail, in-store, on-line or on the Virgin Media website) and Section O below. These only apply if on or after 28th February 2019 if you are either a new customer or a customer using the Virgin Media Automatic Compensation Scheme to get a new address or if you are an existing customer that has changed your broadband service, agreed to a new minimum period or your previous broadband service was provided to you with the right to cancel this agreement without paying an early disconnection fee under paragraph O.13(b).

Where we are unable to replace the content with a similar or equivalent content, we will advise you that you are free to cancel this agreement without paying an early disconnection fee under paragraph O.13(b).

We will notify you of this change and inform you of the new content. In all other circumstances a new minimum period will apply. We also have an acceptance use policy that describes how the service and equipment may be used. If you fail to comply with the acceptance use policy and they can be found by visiting Virginmedia.com/legal/acceptable-use-policy.

If the changes we make only relate to a supplementary service, and if there is no material change, then we may cancel this agreement without paying an early disconnection fee by giving you notice in accordance with Section O.

If the changes we make only relate to a supplementary service, and if there is no material change, then we may cancel this agreement without paying an early disconnection fee by giving you notice in accordance with Section O.

If you or a member of your household do not have a mobile phone, we have measures in place to help in the event of an emergency. If you or a member of your household should need to. If you have a power or network outage you may have measures in place to help in the event of an emergency. If you or a member of your household should need to. If you have a power outage you should check with your alarm or monitor provider to ensure that your alarm monitor is compatible. You should check that any other of your equipment is also compatible. Subject to paragraph R.1(b), we cannot accept responsibility for issues arising out of incompatibility issues.

We may provide your phone services over our broadband network or over a traditional copper network. You agree that the following provisions apply (in addition to the terms and conditions above) if you have taken a phone service provided over our broadband network

To receive the service you must keep your number.

You are free to take your broadband router plugged in and switched on at all times to make and receive calls; and

You acknowledge that if there is a power or network outage, your phone service will not transmit voice calls to your phone, and that your phone will not be able to make any phone calls or text messages. You should check with your alarm or monitor provider to ensure that you have measures in place to help in the event of an emergency. If you or a member of your household should need to.

You are free to take your phone equipment to another network provider and you have a security or personal alarm or health monitor which is reliant on a broadband or landline service, you should check with your alarm or monitor provider to ensure that you have measures in place to help in the event of an emergency. If you or a member of your household should need to.

You may also have to pay for any calls exceeding those reasonably expected of a household under normal residential circumstances.

1. If you are keeping an existing phone number but taking a phone line (or Virgin Broadband service), you may be entitled to credits under the Virgin Media Automatic Compensation Scheme available to view at https://www.virginmedia.com/legal/acceptable-use-policy. Each service may have its own credits scheme, or access to any third-party credits scheme. This means we may add, remove, change, interrupt (e.g. in case of, or all, or off, any network or equipment or service faults). Where we have limited to matters beyond our control we will not pay you for any calls exceeding those reasonably expected of a household under normal residential circumstances.

2. Where we are unable to replace the content with a similar or equivalent content, we will advise you that you are free to cancel this agreement without paying an early disconnection fee under paragraph O.13(b).

If there is insufficient capacity on our network during your minimum period, your agreement will continue even if you cancel your airtime or end your contract for your other services.

3. You may not be able to share your broadband service with another member of your household only. They must not be used for any other purposes, e.g. which a reasonable amount of working from home or business activity within what your line is reasonable activity from a residential customer and we have no liability for any business losses.

4. If you use any unlimited or no extra charge calls as provided of your phone services, the credits for extra calls are made up as part of the services, we can offer in a serious way, then we may cancel your account and in most cases this will have been sent together with any service change receipts, the services have been provided to you at your previous address, then you may have a right to cancel this agreement without paying an early disconnection fee.

5. Some of these rights are also available to protect and control how your information is used. Each service may have its own credits scheme, or access to any third-party credits scheme. This means we may add, remove, change, interrupt (e.g. in case of, or all, or off, any network or equipment or service faults). Where we have limited to matters beyond our control we will not pay you for any calls exceeding those reasonably expected of a household under normal residential circumstances.

1. If you are keeping an existing phone number but taking a phone line (or Virgin Broadband service), you may be entitled to credits under the Virgin Media Automatic Compensation Scheme available to view at https://www.virginmedia.com/legal/acceptable-use-policy. Each service may have its own credits scheme, or access to any third-party credits scheme. This means we may add, remove, change, interrupt (e.g. in case of, or all, or off, any network or equipment or service faults). Where we have limited to matters beyond our control we will not pay you for any calls exceeding those reasonably expected of a household under normal residential circumstances.

2. Where we are unable to replace the content with a similar or equivalent content, we will advise you that you are free to cancel this agreement without paying an early disconnection fee under paragraph O.13(b).

3. You may not be able to share your broadband service with another member of your household only. They must not be used for any other purposes, e.g. which a reasonable amount of working from home or business activity within what your line is reasonable activity from a residential customer and we have no liability for any business losses.
Legal Stuff

6. Any email address allocated by us to you will at all times belong to you and we may not transfer the address to any person. However, this does not apply to any email address that email address will also end and you will no longer be able to use the email address, however, for example, due to a change of network or in case of a legitimate request of the relevant text service provider for the removal of spam or other malicious activity.

7. If you provide us with back-up copies of any data uploaded to your network and you are responsible for any system you establish to maintain the security of that data and for the confidentiality and integrity of such data.

E. Virgin Mobile

1. We exclude the provision of your airtime plan and SIM as part of 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 delivered to your home address. Usage of your handset and any other device is your responsibility. If you lose or damage the handset and SIM, and you wish to retain your mobile service, you must immediately purchase another SIM and mobile handset.

3. If you notify the team of a lost or stolen SIM on 24 hours we may hold you liable for all charges (including call charges) that are related to your mobile service. We will only be liable for charges that are not part of your airtime plan as a result of unauthorised use of the SIM (including call charges) up to £100.

4. If you notify the team of a lost or stolen SIM within 24 hours, we will give you a replacement SIM card immediately for another.

5. If you request new or replacement SIM cards by phone, we will give you the replacement SIM card immediately.

6. If the SIM is lost or stolen and you notify the team within 24 hours so that we can take action to protect the service and provision of the related services. If that equipment is necessary for the provision of the related services, then you may be required to cease using the equipment.

7. We agree to provide you with an additional equipment for use with the services and you have chosen not to take our recommendation, we cannot guarantee compatibility of what you choose instead, nor can we provide installation or on-going support in respect of it. Where additional equipment is purchased by us and is not compatible with the services, you will be required to return the equipment to us, but we will refund you any payments you have already made for the additional equipment.

8. We may update or upgrade the mobile services to a different airtime plan, taking into account your account charges and the fact that you may hold us liable for all charges (including call charges) that are related to your mobile service.

9. If you request to end your service at your home, we will send you a statement which gives you information about your rights to a copy, distribute, make available, attempt to disassemble, reverse engineer, alter or otherwise modify the software, applications, services, content or other materials that we provide to you. You may use the software, applications, services, content or other materials solely for your personal, non-commercial purposes. You agree to provide and pay for suitable facilities and all necessary electrical connections and power supplies (including phone line outlets or sockets) for the equipment.

10. We will not be liable to you for any loss or damage caused by your installation of the equipment or additional equipment, unless this loss or damage is caused by our fault.

11. Where we have recommended that you purchase additional equipment for use with the services and you have chosen not to take our recommendation, we cannot guarantee compatibility of what you choose instead, nor can we provide installation or on-going support in respect of it. Where additional equipment is purchased by us and is not compatible with the services, you will be required to return the equipment to us, but we will refund you any payments you have already made for the additional equipment. If that equipment is necessary for the provision of the related services, then you may be required to cease using the equipment.

12. Any liability whatsoever to you for any failure to provide the services or any failure to perform its obligations with respect to the services is limited to the total monthly payment (or additional equipment) or, if lower, the amount you have paid in advance of the termination of the minimum period, unless we are otherwise liable by statute.

Looking after the Network and Equipment

1. We will try to provide any maintenance services that we believe are necessary for the network and equipment to work properly for and at your premises.

2. We may upgrade or update the network, equipment and the services from time to time. We believe an upgrade is likely to improve your services and/or increase the speed of your broadband service, but we do not guarantee this. In the event of a network failure, you will be entitled to a credit of up to £60 of your normal monthly payment.

3. Our network, equipment and associated services may vary. We will always aim to provide a service to you which is available at your location. We will not be liable for interruptions, exception, picture degradation or other problems with the equipment or services, to the extent that such problem is caused by your own fault or your failure to maintain your equipment or network. We may need to provide instructions or details in order for you to understand the function of the equipment.

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

5. We will supply the services to you via your connection to another public communications provider’s network (e.g. Virgin TV). You will only be able to view the Internet services connected to the other communications provider’s network and we will not be liable for any interruption or service breakdown, even if the breakdown is due to a failure or any interruption or disconnection from the Internet services connected to the other communications provider’s network.

6. You are responsible for the way the equipment and services are used. You may not use the equipment and services in a way that is not in accordance with these Terms and Conditions. You must not do any of the following acts in relation to the equipment and/or services:

- send a message or transmission that is false, misleading, deceptive or defamatory (damages someone's reputation), obscene, menacing or libellous; or
- cause annoyance, inconvenience or needless worry to, or infringe the rights of, any other person;
- intentionally or negligently violate any express or implied licence or agreement or any national, state or municipal law, ordinance, regulation or by-law; or
- copy, distribute, make available, attempt to disassemble, reverse engineer, alter or otherwise modify the software, applications, services, content or other materials that we provide to you.

Using the services

1. You are responsible for the way the equipment and services are used. You may not use the equipment and services in a way that is not in accordance with these Terms and Conditions. You must not do any of the following acts in relation to the equipment and/or services:

- send a message or transmission that is false, misleading, deceptive or defamatory (damages someone's reputation), obscene, menacing or libellous; or
- cause annoyance, inconvenience or needless worry to, or infringe the rights of, any other person;
If we believe that you (or anyone who uses your equipment or SIM) are using the services in any of the ways set out in paragraph H.1 and/or as set out in our price guides (as may be permitted by law (and if this kind of copying or re-selling, or making any charge for watching or using, all or part of the service, in any of the ways set out in paragraph H.1)), without our permission, and to repay fully any costs or losses of this kind which we may suffer. This also applies if you do not meet your responsibilities under this Section H.

We may charge you a fee to reconnect you to our services where this is required as a result of network problems so set out in Section J.6.5.2 and if due to our fault. Details of any fee are included in our tariff table.

We reserve the right to remove by immediate notice material placed on our servers by you or other users which we, in our reasonable opinion, believe breaks this agreement.

You agree to take responsibility for all liabilities, claims and losses which are in any way connected with you missing the services, or with getting the services without our permission, and to repay fully any costs or losses of this kind which we may suffer as a result. You are also responsible for any damages to the equipment which are due to you or your household members or guests, or if you do not meet your responsibilities under this Section H.

To maintain the services and agree with you where there is a problem, reasonably and as reasonably as possible, your branch is sufficiently serious and require us to terminate the agreement. The charges and services we provide you and the agreement where we reasonably consider such action necessary.

We may charge you a fee to reconnect you to our services but this is required as a result of network problems so set out in Section J.6.5.2 and if due to our fault. Details of any fee are included in our tariff table.

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We may charge you a fee to reconnect you to our services but this is required as a result of network problems so set out in Section J.6.5.2 and if due to our fault. Details of any fee are included in our tariff table.
L. Changing this agreement

1. Subject to the availability of alternative or extra services, you may add to or reduce or cancel any of your services in accordance with the terms of the agreement. Services for which you have already paid, or in respect of which you have purchased a subscription or which you have already secured or for which you have purchased a quality guarantee or a certificate provided by Virgin Media, may not be terminated by you prior to the termination date for your agreement. There may however be no minimum period for terms such as marketing or sponsorship agreements or for the use of facilities such as name and address files.

2. If you are on an agreement which includes agreement with us to continue for a minimum period, you must continue to make payments for the full minimum period, unless you cancel the agreement or contract with us in accordance with Section O.1 or O.12.

3. If you have a Pay-Per-View or Pay-Per-View Plus programme once you have begun to view any Pay-Per-View or Pay-Per-View Plus programme, once you have started to view your Pay-Per-View programme you will be liable to pay for the programme or any portion thereof, even if you agree a new service or contract with us or cancel your agreement with us or end your contract for any reason or all of your services will be automatically terminated. In such an instance we may also reduce the level of services affected.

4. If we have to move any of your equipment or move your services, we will move your equipment and services to the closest available package, both in the same building and in our reasonable opinion it is necessary to do so, for example when dealing with threats to the security or integrity of the network or the services you may still be required to pay an early disconnection fee. You will be responsible for the costs of returning the equipment to us and we may charge you our direct return costs (including by e.g. post) for any non-returned equipment. For more information, please see our price guides for details on these charges.

N. Cooling off rights

1. If you have ordered any of the services online, by telephone or from a salesperson, you have a statutory right to cancel the contract within a cooling off period of 14 days. For more information, please see our price guides for details on these charges.

2. If you cancel a Pay-Per-View or Pay-Per-View Plus programme once you have begun to view any Pay-Per-View or Pay-Per-View Plus programme, once you have started to view your Pay-Per-View programme you will be liable to pay for the programme or any portion thereof, even if you agree a new service or contract with us or cancel your agreement with us or end your contract for any reason or all of your services will be automatically terminated. In such an instance we may also reduce the level of services affected.
supplied to you to provide the services. You will no longer be able to use the equipment or SIM. Your use of the phone number will also cease immediately. For any deactivation of the mobile service or SIM, please visit the early disconnection fees area of the Virgin Media website for further information.  
4. If you move to another address within our service area, you may ask us to provide the service at the new address, you may have to pay a service transfer charge (to be paid by Virgin Media). Payment of the service transfer charge will be set out in the price guide.  
5. Where we have agreed with you to continue providing the services to your new address and this is during any minimum period, then that minimum period shall expire on the earlier of the date the service is transferred to your new address or a new minimum period shall apply for the services on your new address.  
6. If you move your home without telling us and we are continuing to provide services to the address on your account we may suspend the services. Five days’ written notice will be required before any changes to your account, any charges or credit balances present on your account will be made more frequently than once per month.  
7. We will not be liable for any failure of service or breach of this agreement under Section O.15 in accordance with Section O.15. If we believe such a change is likely to occur, we will notify you of your right to cancel this agreement and you may cancel this agreement immediately by paying any remaining disconnection fee in accordance with paragraph O.6 above.  
14. If you break this agreement in a serious and non-mixed way and, if you are able to do so, you have not done so within 7 days (or such other longer period as we specify) of us asking you to do so;
13. Where we have provided credit payments under the Virgin Media Automatic Compensation Scheme and we later discover that you are not eligible to such credits under the Virgin Media Automatic Compensation Scheme (for example, your report of a total loss of service is fraudulent, frivolous or vexatious, or if you have breached your agreement with us or in a service way, such as a breach of paragraph 12H), we may be entitled to reclaim from you the credit you have been provided, and the credit is subject to the Virgin Media Automatic Compensation Scheme.

14. As a consumer you also have other legal rights and remedies that apply in addition to any provisions you entered 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 you 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 reduce the price. Consumer law also gives you the right to receive misleading information that leads you to enter into an agreement. 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.

T. Matters beyond our reasonable control

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

U. Notices

1. Other than where we inform you via our website or via bill communication (e.g. paragraph 192), any other notices we give you must be in writing and be delivered by hand, post or sent electronically (e.g. email, electronic message, SMS or via My Virgin Media). It is your responsibility to ensure that the contact details you supply to us are kept accurate and up to date.

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

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

V. Transfer of agreements

1. This agreement is personal to you and you may not transfer your account or any of your rights and responsibilities under this agreement without our written agreement. For business reasons we and/or Virgin Media Payments may transfer any of your rights and responsibilities under the agreement without your permission as long as we ensure that the transfer will not affect your rights under this agreement in a negative way.

W. The law and how your complaints are resolved

1. This agreement will be governed by the law of England and Wales, which in Scotland will be governed by Scots or Northern Irish Law respectively. If we have not reached an agreed settlement within eight weeks of receiving your complaint, or we agree in writing before the eight weeks is up that the dispute should be settled by independent adjudication, you can refer your complaint for independent consideration through Alternative Dispute Resolution by the Communications and Internet Services Adjudication Scheme (CISAS) at www.cisas.org.uk. If we fail to agree such a referral, you may also refer a dispute to the European Online Dispute Resolution (ODR) platform at http://ec.europa.eu/consumers/odr.

X. Open Source Software

1. Certain components of the software for the equipment we provide to you are subject to so-called open-source licence terms. As a rule, the licence terms are available on the VRG General Public Licence Version 2 ("GPLv2") or the Apache 2.0 Licence ("Apache License 2.0") or other open source licence terms ("licence terms") that we disclose to you prior to the provision of the equipment. Any licence terms that we disclose to you prior to the provision of the equipment also apply to any in the documents which come with your equipment, or any software where you can find to make any modifications in source code form.

GLOSSARY

acceptable use policy

the website at https://www.virginmedia.com/legal/acceptable-use-policy

additional equipment

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

age restricted services

any content or services that are specified for use by customers of a specified age (usually 18) or over.

add-on

an optional add-on product (for example a data add-on) that you choose to take which does not form part of your core service and which has no minimum term or has a minimum term or notice period of 30 days or less.

additional services

means any supplementary services and/or add-ons provided to you by us (as applicable).

agreement

the terms and conditions set out in this document, together with your contract terms, terms in any service change receipt and the relevant Legal Agreement.

airtime plan

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, your tariff might have an allowance of 250 minutes, unlimited text messages and 500MB of data a month.

artificially inflate traffic

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 mobile network or mobile services in accordance with our acceptable use policy.

broadband service

us providing internet access by way of high-speed connection through our fixed network.

charge to bill

charge for access to third party content and services (for example a subscription you may have to access an organisation’s TV streaming service) that you pay for via your bill for the services.

content

the television channels, on demand programmes, Pay-Per-View programmes, and any other content (including any extra, new or substitute content which we agree to supply to you at a later date) which we make available to you from time to time, including on the television service and the mobile service.

cools off period

where you have entered into a new contract with us, the 14 day period from the activation of your broadband service.

equipment

the equipment will be our property at all times and includes any telecommunication equipment or other equipment we supply to you as an essential part of providing the services (including upgrades and replacements). This may include equipment (such as sim card, mobile phone, modem and hub), set-top box, cable and docks. This does not include additional equipment. This does not include your mobile handset.

home

the residential property where we or you install equipment, and to which we agree to supply the services.

Legal Stuff

as well as the terms and conditions set out in this document, there are additional terms and conditions which apply to the supply of the services as published by us on the Virgin Media website or can be obtained from you (e.g. by phone or in our stores). For information on our Additional Terms and Conditions, please see the Virgin Media website. If you are not already a customer of Virgin Media, you may register by visiting us at www.virginmedia.com. Any price, service or offer which is subject to price freeze, “traffic management policy”, the “Spending Caps Policy”, the “Mobile Use Policy” or any other “virgin media policy” that is if there is any conflict between the Legal Stuff and the terms and conditions in this document, the Legal Stuff will apply.

Linked agreement

another agreement that is that is linked to this agreement in a way defined as a bundle in Ofcom’s General Conditions of Entitlement from 17th June 2022.

matters beyond our reasonable control

matters beyond our reasonable control, including the actions of third parties which we have no reasonable control over, lighting, flood or severe weather conditions, fire or explosions, civil disorder, damage to our network or equipment, terrorist attacks, acts, actions of local or national governments or other authorities, or industrial disputes.

messaging services

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 network service and/or any other type of message storage and retrieval service that we may offer from time to time.

minimum guaranteed download speed

the minimum guaranteed download speed is 50% of the advertised speed of our service on the date that you placed the order, and is set out in the speeds table in your contract or service change receipt.

minimum period

the minimum period that you have agreed to allow us to supply you with and charge you for the services, starting from the service start date.

mobile handset

your handset, manufacturer’s and any ancillary equipment such as headphones supplied with the handset obtained from us when you signed up to receive the mobile service.

network

the electronic communications systems or networks that we use to provide our services.

Non-bundle services

services provided by us under a separate agreement that is not a linked agreement (e.g. Priority from O2).

Pay-Per-View programme

a programme or event which is offered for sale to you as an individual purchase either at specific start times or on demand.

price guides

the current list of charges as set out at www.virginmedia.com/shop/the-legal-stuff/priceguides

Public communications provider

a public communications provider as set out in section 171 of the Communications Acts 2003.

Roam like home

the use of your inclusive minutes, texts and data allowance in your home or in our roaming countries.

SIM

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

supplementary service

an extra service (excluding add-ons) which is linked to the core services provided by us under this agreement, which you use, register or sign up for and is described as a supplementary service in its terms and conditions (e.g. paper billing (see paragraph J.36)), the My Virgin Media App).

Telemarketing
the mail and phone marketing that we may make available to you, including, interactive services, so-called ‘red-button’ services, apps and any other services and/or features and is accessible through the equipment provided by us and connected to a television set. Content will be made available on the television service.

Total loss of service

this definition is set out in Virgin Media Automatic Compensation Scheme.

Virgin Media website

the website at www.virginmedia.com or any other website address we may tell you to.

your equipment

equipment belonging to you or that you provide (e.g. your mobile handset, television set, projector, display monitors, computer interface card, printer and so on), including additional equipment.