Classic – Terms and Conditions
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 the terms and 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.3.6)
You have 14 days from the start of this contract to cancel this agreement immediately and without having to pay an early disconnection fee.

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.

C. Changes to prices (clauses E.6 and E.3)
The price of your plan will increase each July, in line with RPI. We will give you 30 days notice of this increase.

D. Our network (clause D.1)
In some parts of the country with poor or no network coverage, access to our network may not be available.

E. Access to our network may 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.

F. Breaking this agreement (clause J.4)
If we break this agreement in any way you may not put this right into effect within 7 days of you asking us to, you may cancel this agreement by giving us 30 days notice of this.

G. Filling this agreement in any way you may not put this right into effect within 7 days of you asking us to, you may cancel this agreement by giving us 30 days notice of this.

H. Ending this agreement (clause J.5)
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.5.

I. 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.

J. Lost or stolen SIM (clause D.4.2)
If your SIM is lost or stolen, please call 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 £20 when notification is received within 24 hours).

Terms and Conditions in full:

A. Who we are
1. This agreement is between you and Virgin Mobile Telecommunications Limited (part of the Virgin Media group of companies) which is registered in England and Wales with company number 09205399 at 500 Brook Drive, Reading, RG2 6UU. Our VAT number is 399191014. In this agreement, whenever we say “Virgin Mobile”, “we”, “us” or “our” we mean Virgin Mobile Telecommunications Limited. When we say “you” or “your” we mean, our customer.

2. You will see reference to Asurion Europe Limited, a separate company that works with that administers policies for mobile handsets 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?
1.1 Before 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’ve accepted 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 ways in which your agreement can end and we will continue to provide the services under this agreement. Your agreement continues for at least the minimum period and provided you obey all the rules in clause J.1. You should be aware that if you cancel during the minimum period you will have to pay an early disconnection fee, as set out in clause J.5.9.

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). If you want to change it again.

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 within.

3. Some mobile handsets may not be able to receive our services; this will typically be 24 months.

4. What happens if you change your mind about 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 you qualify for, unless you’ve agreed with us when you signed up to this agreement 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. 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.

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. Areas without network coverage you will not receive any services. You can check the telecommunication 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 can be affected by factors such as faults in 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.

2. 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 within.

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

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

3. Using the services
1. You agree you will not use the services:
- for any illegal, immoral or improper
- for commercial or business purposes, or for any purpose in any way related to an arrangement which we suspect is designed to artificially influence a number to a number or numbers;
- for calling ‘cash back’ or ‘cash for calling’ numbers where you are paid in monetary or other terms by the provider for calling a number;
- for making abusive, offensive, indecent or nuisance calls, for sending spam or other unsolicited messages, for making or receiving revenue generating calls, or for infringing another person’s rights including their intellectual property rights.
2. You agree you will:
- pay your bill on time;
- only use the services with the mobile handsets and SIM we have approved for on the network;
- give us valid information reasonably asked for and not give false information;
- follow all reasonable instructions we give you and any reasonable guidelines we make available to you, including using the SIM and mobile handsets in accordance with their user guides; and
- take care to prevent the loss of or damage to the SIM.

Lost or stolen SIM or mobile handsets
1. Any SIM we provide to you remains our property and must be returned to us on request. You must give us the mobile handsets and SIM or mobile handsets and SIM should only use it to access the services. If the SIM is lost, stolen or damaged you must advise us immediately for another SIM handset.

2. The SIM is lost or stolen and you notify the team within 24 hours so that we can take action to prevent unauthorised use which will only be liable for charges that are not part of your airtime plan relating to any unauthorised use.

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.

4. If you use our services in accordance with our acceptable use policies; and
- use our services in accordance with our acceptable use policies; and
- take care to prevent the loss of or damage to the SIM.

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 in place.

5. No reselling
We make the services and SIM available for you for your use only. You may not re-sell or otherwise make 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 suspension of a phone number. In such a case, we will give you at least 6 weeks’ notice that you may have to change the phone number we make available to you. If that happens and we do not provide you with reasonable notice before making the changes.

7. Content
We will use reasonable skill and care to maintain any content that
E. Changes to this agreement, our charges, the services, or our policies

1. General charges:

1. We may at any time (with prior notice where reasonably possible) change the terms and conditions of this agreement and the services for you as our customer in order to:
   a. change the network (example: if within 30 days' notice to cancel your agreement, you will not be affected by the notice
      changes to the network);
   b. reduce your charges or introduce new or improved services;
   c. introduce new services;
   d. give you more control over your account;
   e. improve your service experience;
   f. ensure our services conform with laws; or
   g. to make against us as soon as reasonably possible. This will allow us to

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

3. You may cancel this agreement without having to pay the early exit fee described in the 30 days' notice period (detailed in clause E.2) at the end of the period you have provided us or before this time if we agree with this.

4. No change will be made to your charges after the 30 days' notice period provided you have provided us or before this time if we agree with this.

5. If you do not provide the cancellation within this specified period you will be unable to cancel the agreement under the terms of this agreement and
   the increase in monthly charges and/or material changes to this agreement will apply.

6. If you notify us of your cancellation under clause E.3.

a. we implement a charge which has been imposed on us by a regulator with appropriate authority, for example Ofgem 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 (for example 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 used (excluding any initial
   airtime plan) at the end of the contract or at your request

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

F. Charges, payments and credit limits

1. Pay by Direct Debit

You may 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 set a monthly credit limit on your account that will be an automatic recharge of your mobile phone balance, and any network
charges. Your account balance will be updated each month. The credit limit is a budgeting tool as the amount you owe is capped and 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 all the charges on your account whether or not they have been incurred by you personally (except when clause D.4 applies). Charges will be set out in our 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 on your account. Please check your airtime plan carefully as it may change at any time but we will notify you in advance if that happens. Pricing, as set out in our tariff table and elsewhere, assumes e-billing. If you request a paper

bills, we will agree to you paying your monthly charges in full for one month only, after which your charges will be reduced to the level agreed.

G. Liability

1. Our Liability to you

1. Nothing in this agreement removes or limits our liability 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. As a consumer, none of these rights and remedies are affected by this agreement. For more information please visit Citizens Advice website at www.citizensadvice.org.uk or call 0345-040-5405.

2. Apart from as set out above at clause G.1 and G.2 our liability to you will normally be limited to £6,000 (in total for all incidents that occur in any 12 month period under this agreement.

3. You may be able to use our services to upload or transmit email or content that you own (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

4. You may be able to use our services to upload all or transmit files that you own (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

5. We do not claim any copyright or other intellectual property rights in your content provided by not by us but by

6. Your content provided by not by us but by

7. We do not claim any copyright or other intellectual property rights in your content provided by not by us but by

H. Harming, 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 if we are unable to provide you with the services because of something beyond our control. Such factors may include acts of God, industrial action, any set or decision made by a court of competent jurisdiction, delay or default or failure by a third party supplier or network operator.

2. As a consumer you also have other legal rights and remedies that apply to your contract with us, for example your right to cancel your agreement or common law. Some of the key rights you have as a consumer are contained in the Consumer Rights Act 2015, which provides you with legal remedies to you where we have, for example, not exercised our duties as a provider of services to you, or if we have used goods or digital content we provide to you are faulty or not as

3. If you provide us with misleading information that leads you to enter into a contract, you may have a claim against us for breach of contract, unfair terms or breach of the Consumer Act 2015.
Queries, questions and contact details

Contact details

1. If you have a complaint or a question about our services you can contact us by phone on 0333 600 0065 (or 789 from your Virgin Mobile). You can also write to us at The Virgin Media, Media Village, Shoreditch, London EC1Y 8AE or visit the “contact us” page on our website. We will try to resolve your complaint or questions as quickly as possible. A full list of our Consumer Complaint Resolution Code of Practice can be found at http://store.virginmedia.com/downloads/pdfs/ConsumerComplaint%20Compliance%20Code%20of%20Practice.pdf.

2. If you have a complaint or question about your mobile insurance you could contact the Virgin Media Protect team on 0345 030 3294*.

We may return any equipment to us. You must keep the equipment safe and secure (including your security);

5. Further help

2. Severability

A. If a term of this agreement is determined by a court to not be legally enforceable the remainder of this agreement shall still be legally 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 an inconsistency or conflict between any 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.

2. For the purpose of fraud prevention, prevention of money laundering and other regulated activities we may carry out credit checks on you and the conduct of your account with any credit reference agency that will also check the details of anyone you are financially associated with – for example, your employer, landlord or bank. 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 above reasons, we may also perform subsequent credit checks whilst you maintain a financial obligation with us.

3. 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 to establish your creditworthiness. We may use a credit reference agency to obtain this information about you and the conduct of your account with us.

2. 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 the credit reference agencies that will also check the details of anyone you are financially associated with – for example, your employer, landlord or bank.

M. General

1. Notices

1. If we need to send you any notices under this agreement we will communicate these to you 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.

3. English

You are entitled to receive this agreement in English.

4. Service

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 you may have with their services. You can contact them on 0344 600 7899 (or 789 from your Virgin Mobile). You can also write to them at CISAS, PO Box 7012, London W1P 9WJ.

2. The Service may, at any time, be suspended or withdrawn temporarily or permanently without notice. Where this is required as a result of network problems as set out in clause H.3 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 unsent or unread messages to you or anyone else.

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 notice from time to time. Our latest policies will always be posted on our website at.

2. Recording

We may record or monitor conversations about your account or our services to assist us to improve the quality of the service 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 from our retail partners (other carefully selected companies) and also disclose your personal information to other companies which may include fraudulent use, the sharing or accessing of illegal or abusive content or the harassment of our staff;

4. Insurance

If you have taken mobile insurance via the Virgin Mobile website the terms of the policy and any associated information will be provided to you with the details of your insurance policy as detailed on your next bill.

5. Caller Location Information

4.4.3 that you wish to cancel this agreement;
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.