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 start using our services – this will typically be 24 months.

- **If you break this agreement in any serious way and do not put it right within 7 days of us asking you, you may cancel the agreement by giving us 30 days’ notice of this.**
- **For business reasons, we may transfer any of our rights and responsibilities under it without your consent.**
- **You agree to use your SIM for acceptable use policies apply.**
- **We make the services and SIM available to you for your use only.**

**Terms and Conditions in full:**

**A. Who we are**

1. This agreement is between you and Virgin Mobile Telecoms Limited (port of the Virgin Media group of companies) which is registered in England and Wales with company number 9299019 and registered at Media House, Bartley Business Park, Hook, Hampshire RG27 9UP. Our VAT number is 919919064. In this agreement, whenever we say “Virgin”, “we”, “our” or “us” we mean Virgin Mobile Telecoms Limited. When we say “you” or “your” we mean you, our customer.

- **You will see reference to Asurion Europe Limited, a separate company that works with that administrator to provide mobile handset insurance for customers who have taken a policy via our website. You are free to use a different insurance provider.**

2. 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 “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 a long running contract means which 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 start date). We will need to confirm that you’ve signed up 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 to you the terms of this agreement (including any notification of the minimum period) in your application. Your agreement continues for at least the minimum period that we have agreed in clause B.1. If you cancel during the minimum period you have to pay an early disconnection fee, as set out in clause B.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 the terms of a 30 day rolling contract (which either of us can end at any time by giving at least 30 days’ notice).

- **We will give you 30 days’ notice of any changes to prices (limited to up to £100 where notification is received at least one day before the 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 then confirm that you can start using the services as soon as we can, usually within one day.**

**C. Changes to prices (clauses E.6 and E.3**

1. This agreement is personal to you and you may not transfer your responsibilities under it without our agreement. If you have insurance, we will provide your personal information to the company that administers the insurance.

- **You may do so once per calendar month.**

2. For business reasons, we may transfer any of our rights and responsibilities under it without your consent. You agree to use your SIM for acceptable use policies apply. We make the services and SIM available to you for your use only. You agree to use your SIM for acceptable use policies apply. We make the services and SIM available to you for your use only.

- **If the SIM is lost or stolen or 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 airline 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 airline plan relating to any unauthorised use.

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 airline 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.

**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 technical performance of your network or roaming 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 varies depending on where you are in the country. Areas without network coverage you will not receive any services. Environmental factors such as the weather, 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 such interruptions on our website or through our customer service. You can also get details from your 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 on the mobile handsets which we have approved for use on the network. For roaming the terms at clause D.8 apply.

- **For roaming the terms at clause D.8 apply.**

2. Internet Access

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

3. Using the services

1. You agree you will not use the services:

- for anything illegal, immoral or improper;
- for commercial or business purposes, or for a purpose in any way related to an arrangement which we suspect is designed to artificially inflate traffic to a number or numbers, or
- 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, or
- for making abusive, offensive, indecent or nuisance calls, for sending spurious or unsolicited text messages, for making or receiving revenue charge calls, or for infringing another person’s rights including their intellectual property rights.

2. You agree you will:

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

**L. lost or stolen SIM or mobile handset**

1. Any SIM we provide to you remains our property and must be returned to us on request. You must which you have used to access the services. If the SIM is lost, stolen or damaged we will issue you with a new 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 airline 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 airline plan relating to any unauthorised use.

**G. Your information (clause K)**

1. This is a privacy policy which describes how we use your personal information. This may be updated from time to time.

2. We may use your personal information for marketing purposes if you have agreed to this.

3. 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)**

1. If your SIM is lost or stolen, please talk 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 £200 where notification is received within 24 hours).

**Quick Summary**

**General**

- **If you break this agreement in any serious way and do not put it right within 7 days of us asking you, you may cancel the agreement by giving us 30 days’ notice of this.**
- **For business reasons, we may transfer any of our rights and responsibilities under it without your consent.**

**Changes to prices**

1. This agreement is personal to you and you may not transfer your responsibilities under it without our agreement. If you have insurance, we will provide your personal information to the company that administers the insurance.

- **You may do so once per calendar month.**

2. For business reasons, we may transfer any of our rights and responsibilities under it without your consent. You agree to use your SIM for acceptable use policies apply. We make the services and SIM available to you for your use only. You agree to use your SIM for acceptable use policies apply. We make the services and SIM available to you for your use only.

- **If the SIM is lost or stolen or 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 airline 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 airline plan relating to any unauthorised use.

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 airline 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 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, O2Com may order the mobile number of another customer so that the mobile number you have been assigned to may have to change the phone number we make available to you. That happening and where it will provide you with reasonable notice before making the change.

7. Content

We will use reasonable skill and care to maintain any content that
E. Changes to this agreement, or the charges, the services
1. General charges:
   a. We may at any time (with prior notice where reasonably possible) change this agreement and the services (except for calls to emergency services or for calls to mobile phone numbers in another EU country) by giving you at least 30 days’ notice where it relates to a price adjustment as detailed in clause E.6 below; and/or
   b. We reasonably determine that any modification or change in this agreement or in 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 termination fee during the 30 days’ notice period (details in clause E.2) by giving us 30 days’ notice to cancel your agreement and you will not be affected by the notified charges. Your agreement will be cancelled from the date of our notice 30 days after you have provided us or before this time if we agree with this. If you do not provide the cancellation within this specified period we will be able to cancel the agreement under this clause E.3 and increase in monthly charges and/or material changes to this agreement at our reasonable care and skill in providing the services to you, or where you have provided us or before this time if we agree with this.
4. You may not cancel this agreement under clause E.3 if:
   a. we implement a charge 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; or
   b. it relates only to an additional service (unless we specifically notify you of a right to cancel the service 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 plan purchase). Any cancellation of the agreement will be with immediate effect.
6. The charge for your aviation 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 we’ll always give you at least 20 days’ notice of the exact increase each year. We use the RPI rate announced in April to adjust your bill.

F. Charges, payments and credit limits
1. Pay by Direct Debit
   You must pay your bill by direct debit from a suitable bank allowing such payments and you must maintain your 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 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. The use of credit can be considered as 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.

G. Liability
1. Our Liability to you
   a. Nothing in this agreement removes or limits our liability to you for:
      i. death or personal injury caused by our negligence, fraud, or criminal acts;
      ii. 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 profits, wasted expenses, revenue, anticipations savings or loss of opportunity).
   b. 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 services, or another person or organization with the appropriate authority to request such suspension.
   c. We may suspend your use of the services (except for calls to emergency services) without giving you notice if (or anyone who uses the SIM):
      i. a. do not keep to the terms of this agreement and we reasonably believe it to be a serious issue; and/or
      ii. damage the network or put the network at risk; and/or
      iii. harass, abuse or threaten our staff;
      iv. exceed our credit limit;
   d. any mining, hacking or other attempts at illegitimate access or activity.

H. Terminating, suspending 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 there are unforeseen maintenance or emergency maintenance or upgrade. We will try to make sure this does not happen often and will provide notice where reasonably possible.
2. Other reasons
   a. 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 services, or another person or organization with the appropriate authority to request such suspension.
   b. We may suspend your use of the services (except for calls to emergency services) without giving you notice if (or anyone who uses the SIM):
      i. a. do not keep to the terms of this agreement and we reasonably believe it to be a serious issue; and/or
      ii. damage the network or put the network at risk; and/or
      iii. harass, abuse or threaten our staff;
      iv. exceed our credit limit;
      v. any mining, hacking or other attempts at illegitimate access or activity.
5. Further help

I. Queries, questions and contact details

1. Your right to cancel:

Resolution Code of Practice can be found at: www.cisas.org and www.ofcom.org.uk. We may replace this with another dispute resolution service at our discretion.

We may contact you if you have a complaint or question about our services you can contact us or you can contact the team on 0344 6600 7898 (or 789 if you are not a Virgin Mobile customer). You can also write to us at The Virgin Media Service, Media House, Bartley Wood Business Park, RG27 9UP. We have a legal right to these details.

6. The law

M. General

1. Notices

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.

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 an inconsistency or conflict between this legal stuff and this agreement the other legal stuff shall apply and override in relation to the subject matter of the other legal stuff.

6. The law

This agreement is governed by the law of England and Wales, unless you live in Scotland or Northern Ireland, in which case it will be governed by Scots or Northern Irish law respectively. If you live in England, Wales, Scotland or Northern Ireland 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.
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/