Terms and Conditions.

(Sorry, even we couldn’t make this exciting.)
TERMS AND CONDITIONS

Terms and conditions of your residential customer service agreement for Virgin Media television, Virgin Broadband and Virgin Phone services

These terms and conditions set out the agreement between (i) you (‘you’ or ‘your’), (ii) Virgin Media Limited, (Company Number 02591237), whose registered address is 500 Brook Drive, Reading, RG2 6LU (‘we’, ‘us’, or ‘our’), and (iii) Virgin Media Payments Limited, (Company Number 00024840), whose registered address is 500 Brook Drive, Reading, RG2 6LJ (‘Virgin Media Payments’).

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 “Legislative 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 is a summary of 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 “Legislative 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 legible and available in print from us as well as from many other providers. If you have any questions about the services we provide and how we 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 changes or the full terms and conditions change to any 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, for example 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. The minimum period will typically be 24 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 may 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, as 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 4541 from any other phone for the updated pricing.

Pay for your service – See Section J

• You will receive two bills for your services as follows:
  • Virgin Services Bill – includes monthly recurring charges, any charge 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 add-ons, additional services 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 virgamedia.com/paygcharges.

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 www.virgamedia.com/priceguides.

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 Legislative Stuff section at https://store.virgamedia.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 have moved home during your minimum period, you may have to pay an early disconnection fee. If you have moved within the Virgin Media network, you can find out more details about the early disconnection fee and process by visiting the Legislative Stuff section at https://store.virgamedia.com/the-legal-stuff.

• If you have not moved home during your minimum period, you do not have to pay an early disconnection fee as long as you are still providing us with the same services that you ordered on your Virgin Media account.
If you move your house during your minimum period and we have agreed to provide you with our broadband services, please let us know your new address then your minimum period will continue for (except for where your services are for domestic purposes, in which case your minimum period will be 1 month from the date of your new address). The minimum period for your broadband service will continue for the remaining 5 months of your minimum period. We may provide your new address and circumstances to that third party as permitted by law. In that case, the minimum period may apply.

If you have insufficient capacity on our network (or a survey reveals no practical problems in connecting your new property) to transfer your services to your new address, we will let you know what options might be available to you. If we are unable to provide these services to you at your new address and at your new timescale, we may provide you with the services we have provided to you at your previous address, then you can either choose to continue with these services or to cancel them and pay an early disconnection fee.

If you have purchased any mobile handset from Virgin Media Mobile, Fitness Line this will have been through a Fixed Sim Loan agreement and you have a mobile contract with us. The contract agreement will continue even if you cancel your airtime plan or contract for services, or where your services are for domestic purposes, until you will need to keep making payments under that agreement. If you settle your loan agreement early, you may cancel your services with us at any time during your 30 day's notice, but your contract for your other services (e.g. broadband) may continue. If you wish to choose to end that contract during 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 use 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 signing a new contract for your services early, so you may need to pay an early disconnection fee. Please visit the early disconnection fees area of the Virgin Media website for further information.

• If you move home you can take your mobile services with you if you continue with them. If you are unable to use your other services we will automatically move you to a different airtime plan. Where your services are for domestic purposes then you will continue to pay your current bill. Where your airtime plan has been sent with any service change receipts, the differences will be included in your next bill. We will tell you the details of your new airtime plan and if you want a different arrangement, we will discuss this with you first. We will also tell you if we need to update some parts of the mobile services you need to use within 30 days of us giving you the new airtime plan.

Changes to prices, terms and conditions and the services we provide to you

– See Sections L and O

• We may increase our charges under this agreement at any time. We will give you at least 60 days’ notice of any price changes in accordance with the Legal Stuff/acceptable-use-policy agreement by giving 30 days’ notice in accordance with Section K.2.b.

Suspended and ending Services

– See Sections M and O

• Where you have broken our agreement in a serious way, then we may suspend or end some or all of your services and/or charge you an early disconnection fee.

• We also have an acceptable use policy that describes how the acceptable use policy for our broadband services and other services may be used. Each service may have its own acceptable use policy and they can be found by visiting https://www.virginmedia.com/aup/legal-stuff/acceptable-use-policy.html

Ending this agreement

– See Section O

• If you have entered into a new contract you can cancel those services within 14 days of the contract being entered into without having to pay any early disconnection fee as described above.

• You also have the right to cancel your services at any time during your minimum period without paying to end an early disconnection fee where we have:

  • made changes described above to prices, terms and conditions or the services provided to you;

  • not provided you with the minimum guaranteed download speeds or upload speeds, or where it is not possible, any service change receipt – please see the Legal Stuff section on our Virgin Media Help pages of our website can help you set up our reasonable efforts to provide you with the minimum guaranteed speeds, or over a traditional copper network, or over a traditional copper network.

• For customers with accessibility requirements, we have measures in place to help in the event of an emergency. If you or a member of your household currently have accessibility needs, or develop accessibility needs at any time that you or a customer on the broadband line is as soon as possible so we can put measures in place to assist you. This might include the use of test calls. This might also include providing you with an emergency backup line to use, to allow you to make calls to the emergency services. For the avoidance of doubt, the provision relating to equipment also apply to the emergency backup and any other equipment we provide to you.

V. Virgin Broadband

• To receive the broadband services you need to make sure that your agreement for broadband services is in force and you will connect to the equipment by Ethernet or wi-fi connection. The Virgin Media Help & Support pages of our website can help you set up your connection – see Help & Support at https://www.virginmedia.com/help

• In order to keep providing a great level of service, we may modify or terminate the terms and conditions at any time in order to meet the needs of the relevant service, our obligations to you or our customers. We will notify you if this occurs between the hours of 9am and midnight and is due to last for more than 21 days.

• Due to the nature of the internet, we cannot guarantee specific levels of performance or access speeds across the broadband line.

• You confirm that you are the owner of, and that you have obtained all necessary consents to use, any other name selected by you in connection with this broadband service.

• You acknowledge that we cannot guarantee you will be able to use any email address or mailbox or another name you request, and we make no guarantee of availability if we name is already in use. If the chosen name is already in use, we will notify you of the facts.

• If you provide your phone number to any third party to enable you to use that number for the purpose of signing up for a new service or service change, please ensure that you have read and understood the privacy policy and any other policy that may apply.
2. You may upgrade and update the network, equipment and the services so long as we notify you of any changes to the charges relating to your services until the end of your minimum period. We may charge you for any time before the expiry of the minimum period of use at any existing location using any equipment and the services as we notify you in advance of the charges being made.

3. If the SIM is lost or stolen after 24 hours we may charge you for any time before the expiry of your minimum period of use at any existing location using any equipment and the services as we notify you in advance of the charges being made.

4. We do not need to connect the equipment at your home, or otherwise keep the equipment, if you do not comply with the terms of the agreement, the services will be disconnected.

5. You agree not to do any of the following acts or allow anyone else to do the following acts unless you have our express approval:
   a. use any of our services, unless you have our express approval;  
   b. create derivative works of, reverse-engineer, modify, decompile, or otherwise modify our software;  
   c. access or use our network, equipment and the services in any manner other than as agreed to in the agreement;  
   d. provide the services to our customers;  
   e. make a back-up copy of the software we provide;  
   f. use any Internet Protocol (IP) address that we have not assigned to you. Put simply, you may not use the services to harm the services of anyone else or disturb the normal use of our network or external to our network. You acknowledge that we may change your Internet Protocol (IP) address from time to time without giving you notice or part of the services.  
   g. call "cash back" or "cash for calling" numbers where you are charged for the call, even if you are not charged for it by your public communications provider of your network.

G. Looking at the Network and Equipment

1. We will try to provide any maintenance services that we believe are necessary to ensure that the equipment and the services work properly and for us to provide the services to you.
I. Using the equipment

1. You may use your equipment for as long as you continue to receive services from us. The equipment remains our property at all times. If you choose to return it, you must return it in the same condition as when we provided it to you. Failure to do so may result in us applying your deposit against the cost of replacing the equipment.

2. You are responsible for making sure that your equipment is safe and used properly at all times. To do this, you agree to do the following:
   - Store the equipment in a safe place, away from water, fire and your control (for example, do not store it in a closet where it could be affected by water or fire).
   - Keep the equipment and all your personal data secure. If you suspect your equipment has been stolen, please contact us.

ii. Equipment purchase

4. If you do not pay your bills we may suspend your services or cease providing the equipment we provide to you, only allow certain additional services to be set up on your account and to reveal information on your payment history to third parties. You are responsible for paying the charges for the equipment and any additional services set up on your account.

5. You are responsible for paying the charges for the services set out in our price guide (see www.virginmedia.com/priceguide) in accordance with the terms and conditions of the service. If you have any questions about your bill, please contact us.

6. We reserve the right to make any changes to the services we provide to you at any time. We may do this if we need to do so to improve the way we provide the service or to reflect changes to technology or our services. If we make any changes to the services we provide to you, we will inform you of these changes in advance.

7. You must ensure that you comply with all necessary payment handling and processing such payments as provided in Section 2.6 below.

8. We can change the charges as set out in Section L.4, but if we do so, we will give you at least 60 days’ notice of any change in the charges. We may also make any changes to the charges in accordance with Section M.1.3.

9. You may request to update, upgrade and maintain the E-billing service, we cannot refuse to do so, but please be aware that the accuracy of the e-mail address you provide to us for E-billing purposes is entirely your responsibility.

10. If you are paying for any changes to the services provided by us, these changes will be reflected in your bills and the provisions of Sections J.4, J.5 and J.6 and M.1.3 will apply.

11. We will bill you electronically via E-billing, and you must provide us with your e-mail address in order to receive your bills. You may request to receive a paper bill or a statement from Virgin Media Payments and the bill from Virgin Mobile if a bill is received from Virgin Media. If you choose to receive a paper bill, we may charge you a default fee and the provisions of Sections J.4, J.5 and M.1.3 will apply.

12. We will bill you electronically via E-billing, and you must provide us with your e-mail address in order to receive your bills. You may request to receive a paper bill or a statement from Virgin Media Payments and the bill from Virgin Mobile if a bill is received from Virgin Media. If you choose to receive a paper bill, we may charge you a default fee and the provisions of Sections J.4, J.5 and M.1.3 will apply.
L. Changing this agreement

1. Your services (including our services) are subject to change; however, we will always give you written notice of any changes we make to these terms and conditions. We may make changes for any reason we consider in our reasonable opinion is necessary, including to: the price we charge you, the level of service you receive, or the type of services you receive.

2. We, Virgin Mobile and/or Virgin Media Payments may charge our charges at any time. Any change in your charges will be published by us on the Virgin Media website and we will also give you written notice of the changes. In order for you to be affected and you may cancel the services affected in accordance with Section O.6 without paying an early disconnection fee.

3. If you have purchased a mobile handset from Virgin Mobile using the Virgin Money Retail Services Limited Credit Card Agreement, regulated by the Consumer Credit Act. That agreement will continue for as long as you have a SIM in the network.

4. If you go over any credit limit on your account or you cancel your direct debit, we will generate a new credit control number. Doing so will either:

5. We may suspend any number of the services at any time without notice, affecting in accordance with Section O.6 your other services.

6. If you end your mobile service or your other services will continue and your minimum period will be unaffected.

7. If we cancel any of the services within your minimum period, you may have to pay an early disconnection fee. If you cancel one or more of those services within that period but continue to use the remaining services, you may be moved to another plan the cheapest available, both in terms of allowances and price.

8. If your broadband service, television service and landline phone service are bundled and you cancel your service or if we are no longer able to provide them in the circumstances set out in Sections A to F (including for technical or operational reasons), we will continue to provide the services.

9. If we have to move any of your services to a new package we will: contact you in advance, giving you sufficient notice, and how much it will cost. If you want a different package or want to cancel the agreement for the services which are being moved, you will have 30 days notice as set out in Section O.1. You need to give us that cancellation notice immediately by giving us written notice in the way provided with the equipment or any other method we advise.

10. In the event that you or one of your party or any person we have provided to you up until the cancellation date, you may have to pay to Virgin Media Payments an early disconnection fee. You need to give us that cancellation notice immediately by giving us written notice in the way provided with the equipment or any other method we advise.

11. If a service is cancelled for technical or operational reasons. For more information, please see our price guide for details on these changes in allowance.

12. We will make any refund related to such changes in allowance without any deduction due to us within 14 days, starting the day after we were informed that you wish to cancel. We will make any refund using the same method of payment you used to pay us.

O. Other ways to end this agreement

1. If you cancel during the cooling off period you must return promptly any equipment which you have provided, using the return method provided by us. We may refuse the returns for the equipment to the equipment; and we will keep any equipment or any other method we advise you will be responsible for the costs of returning the equipment to us, or at the end of any minimum period; by giving the other 30 days’ notice, by giving the other 30 days’ notice, a new SIM card, or another SIM card.

2. If you exceed any allowance applicable to your broadband service or re-contracted your existing agreement. For more information, please see our price guide for details on these charges in the cancellation date.

3. For security, technical or operational reasons.

4. We will introduce new services, new service features, service improvements or equipment.

5. Changes or additions are minor and do not affect materially your account balance.

6. There are no other reasons to cancel that refund outweigh the actual account balance. If that’s the case, we’ll donate the account balance to charity.

7. We may withdraw your chosen services package for commercial or reasonable operational reasons; however, we will always give you written notice of any changes we make to these terms and conditions. We may make changes for any reason we consider in our reasonable opinion is necessary, including to: the price we charge you, the level of service you receive, or the type of services you receive.

8. We, Virgin Mobile and/or Virgin Media Payments may charge our charges at any time. Any change in your charges will be published by us on the Virgin Media website and we will also give you written notice of the changes. In order for you to be affected and you may cancel the services affected in accordance with Section O.6 without paying an early disconnection fee.

9. We offer an enhanced cooling off period from time to time, subject to Section O.6 without paying an early disconnection fee.

10. If you exceed any allowance applicable to your broadband service or re-contracted your existing agreement. For more information, please see our price guide for details on these charges in the cancellation date.

11. We may suspend any number of the services at any time without notice, affecting in accordance with Section O.6 your other services.

12. If we cancel any of the services within your minimum period, you may have to pay an early disconnection fee. If you cancel one or more of those services within that period but continue to use the remaining services, you may be moved to another plan the cheapest available, both in terms of allowances and price.

13. If we fail to return or make available for removal any item of the equipment or SIM which we have provided to you, you may have to pay for the equipment or any other method we advise you will be responsible for the costs of returning the equipment to us, or at the end of any minimum period; by giving the other 30 days’ notice, by giving the other 30 days’ notice, a new SIM card, or another SIM card.

14. If we fail to return the equipment or to provide the services we provided to you; you may have to pay for the equipment or any other method we advise you will be responsible for the costs of returning the equipment to us, or at the end of any minimum period; by giving the other 30 days’ notice, by giving the other 30 days’ notice, a new SIM card, or another SIM card.

15. If we fail to return the equipment or to provide the services we provided to you; you may have to pay for the equipment or any other method we advise you will be responsible for the costs of returning the equipment to us, or at the end of any minimum period; by giving the other 30 days’ notice, by giving the other 30 days’ notice, a new SIM card, or another SIM card.

16. If we fail to return the equipment or to provide the services we provided to you; you may have to pay for the equipment or any other method we advise you will be responsible for the costs of returning the equipment to us, or at the end of any minimum period; by giving the other 30 days’ notice, by giving the other 30 days’ notice, a new SIM card, or another SIM card.
If you break a contract by committing fraud or other criminal activities or reporting to the police, who may take legal action.

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add-on
A product (for example a data add-on) that allows you to obtain access to our mobile services when you are outside your airtime plan, for example, by purchasing a specific time limited allowance of the mobile 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
Optional services (for example roaming outside of the EU, access to services charged at premium rates, content or applications) which are part of your order and that are chargeable at the rates set out in our tariff table.

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

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 500 minutes, unlimited text messages and $25/Mb 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
Providing internet access by way of high-speed connection through our fixed network.

charge to bill
Charges for access to third party content and services (for example a subscription you may have to access an operator'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 new, extra 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.

cooling 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 telecommunications or other equipment we supply to you as an essential part of providing the services (including upgrades and replacements). This may include any broadband modem (hub), set top box, cables and ducts. This does not include additional equipment. This does not include your mobile handset.

home
The residential property where you 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 services as published by us on the Virgin Media website or can be accessed through the charging of your airtime plan while roaming in the EU. Fair Use Policy applies https://store.virginmedia.com/the-legal-stuff.

matters beyond our reasonable control
Matters beyond our reasonable control, including the actions of third parties which we have no reasonable control over, lightning, flood or severe weather conditions, fire or explosion, civil disorder, damage or vandalism to our network or equipment, terrorist activities, war, actions of local or national governments or other authorities, or industrial disputes.

messaging services
Any email, voicemail, text (SMS) and multi-media messaging services (MMMS), 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 guaranteed download speed
The minimum guaranteed download speed is 10% of the advertised speed of our service on the date that you picked 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. Unless you are told otherwise by us, the minimum period will be 12 months from the service start date.

mobile handset
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 mobile services.

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

Pay-Per-View programme
A programme or service which is offered for sale to you as an individual purchase either at specific start times or on demand.

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

call charges
A public communications provider as set out in section 151 of the Communications Act 2003.

roam like home
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.

service start date
The date the broadband services are activated.

services
The services you have ordered including any new, extra or substitute services which we agree to supply to you at a later date.

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

tariff guide
The fees and call rates for your Virgin Phone (home phone), available online at www.virginmedia.com/shop/the-legal-stuff/priceguides and for the Virgin Mobile call charges, which are available online at virginmedia.com/paymcharges or you can request a copy by calling us.

team
The customer service team. Our contact details are 0345 454 1111 or 150 from your Virgin Mobile.

television service
The television service that we 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 is defined as 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 about.

your equipment
Equipment belonging to you or that you provide (for example, your mobile handset, television set, projectors, display monitors, computer interface card, printer and so on), including additional equipment.