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 (1) you ("you" or "your"); (2) Virgin Media Limited, (Company Number 02991237) whose registered address is Media House, Bartley Wood Business Park, Hook, Hampshire, RG27 9UP ("we", "us" or "our"); and (3) Virgin Media Payments Limited, (Company Number 06024812), whose registered address is Media House, Bartley Wood Business Park, Hook, Hampshire, RG27 9UP ("we", "us" or "our").

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 "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 "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, 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. 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, any change 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. 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.virginmedia.com/pricenguide

How do I end my agreement? – See Section O

- You can switch your mobile service to another provider using your STAC 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 providing the same services at your new address then your minimum period will continue (for example, where your services are on a 12 month minimum period, if you move during month 7 of
your 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 insufficient capacity on our network (or a survey reveals complications with connecting your new property) to transfer your services to your new address we will discuss what options might be available to you. If we are unable to provide these services to you at your new address, or if what we can provide is not equivalent to the services we have provided to you at your previous address, then you can cancel your affected services and you will not need to pay an early disconnection fee.

- If you have purchased a mobile handset from Virgin Media Mobile Finance Limited this will have been through a Fixed Sum Loan Agreement, regulated by the Consumer Credit Act. That agreement will continue even if you cancel your airtime or end your contract for any or all of your services with us, so you will need to keep making payments under that agreement. If you settle your loan agreement early then you can end your airtime services with us at any time on 30 days’ notice and your contract for your other services (e.g. broadband, home phone and TV) will continue and if you 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 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. 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 move home within the UK and if you are unable to take your other services we will automatically move you to a different airtime plan, taking into account your allowances and price. We will let you know the details of your new airtime plan and if you want a different airtime plan or want to cancel the agreement in relation to the mobile services you need to tell us within 30 days’ of giving you the details of your 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 may also change these terms and conditions and the services that we have agreed to provide to you.

- If we do any of these things and the changes are likely to materially disadvantage you we will notify you of this and you can cancel this agreement by giving us 30 days’ notice in accordance with Section O, and you will not need to pay an early disconnection fee.

Suspending and ending Services

- See Sections M and Q

Where you have broken our agreement in a serious way, then we may suspend some or all of your services, or end your agreement. We will behave reasonably when deciding what course of action to take and where possible discuss this with you first.

We also have an acceptable use policy that describes how the services can be used. Each service may have its own acceptable use policy and they can be found by visiting https://www.virginmedia.com/shop/the-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 at any time during your cooling off period without needing to pay any early disconnection fee as described above.

- You can also cancel this agreement without needing to pay an early disconnection fee where we have:
  - made changes described above to prices, terms and conditions or the services we provide to you (see Sections L and O); or
  - not provided you with the minimum guaranteed download speed as set in your customer contract or, if applicable, any service change receipt – please see the Legal Stuff section on the Virgin Media website and Section O below. This right only applies if after 28th February 2019 if you are either a new customer purchasing broadband services, or an existing customer that has changed your broadband service, agreed to a new minimum period or re-contracted your existing broadband service.

- offered you this right by giving you notice to end credit payments under the Virgin Media Automatic Compensation Scheme. See Section S for more details.

- If you choose to end your agreement you can do so on 30 days’ notice but if this is during your minimum period then you may need to pay an early disconnection fee, please see above.

Your rights under Consumer Law and Regulation

- See Sections R.11 to R.12

- You also have rights and remedies that apply in addition to any of the rights we give you under this agreement. Some of these rights are contained in the Consumer Rights Act 2015. For example, under that Act if we have not exercised reasonable care and skill in providing the services to you or where the goods or digital content provided to you are faulty or do not match their description, then you have the right to ask us to fix a problem (where this is possible) or to receive a reduction in price.

- If you experience a delay in the activation or repair, or a missed appointment by one of our technicians for your Virgin Phone (fixed 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/help/automatic-compensation

- For more details on your rights as a consumer please visit the Citizens Advice website at www.citizensadvice.org.uk.

Your information

- See Section K

- Although not part of this agreement, our Privacy Policy and Cookies Notice explain how we and other Virgin Media group companies use your data, so please read these.

- Section K also sets out how we may access information on the services.

FULL TERMS AND CONDITIONS

A. General

1. As well as these terms and conditions, the contract that you will have been sent together with any service change receipts, the services have Legal Stuff which applies to the services and their use, as published by us on the Virgin Media website.

2. You agree that you are liable for any charges on your account regardless of whether you or anybody else (with or without your permission) incurs those charges (unless the charges result from fraud by someone else which you could have had no control over). For example, if someone who has access to your home, SIM and/or equipment uses the services, they will be considered to be within your control and you will be liable for those charges. If you become aware of any fraud by someone else, you must tell us as quickly as you can. Under no circumstances should you give your PINs and passwords to anybody else (unless you’re happy for them to use your account and incur charges on your account that you will need to pay for).

3. If your SIM is lost or stolen, please tell us within 24 hours so that we can take action to prevent unauthorised use of your SIM and associated charges being added to your bill (limited up to £100 where notification is received within 24 hours)

4. From time to time we may let you try certain extra things for no additional charge, for example as part of a trial or for promotional purposes. However, these won’t form part of the services under this agreement, and we have the right to withdraw them at any time and without giving you notice.

B. Virgin TV

1. We aim to offer a television service covering a wide range of interests.

2. The television service is a variable TV service, so we don’t guarantee that we’ll provide any particular channel, or other content, or access to any third-party services. This means we may add, remove, change or interrupt (some, or all, of) the content and/or services we make available to you from time to time. We may also have to make changes for reasons including (but not limited to) matters beyond our reasonable control, or where content or a service is made available to you by a third party and they stop making them available to us or we gain or lose the right to make the content or service available to you. Where this happens and, if appropriate, we will try to replace content with similar or equivalent content.

3. We may not be able to show some content or enable certain functionality (such as temporary downloads) on some of your equipment, such as on your watching devices. And we may ask you to pay for the third party we license the content from may not allow us to do this.

4. Any example we have given of any content on the television service (including in advertisements, direct mail, in-store, on-line or on the telephone) is only an example of content that may be available as part of the television service at the time the example is given, and the example may not always be on the television service throughout the term of this agreement.
10. It is up to you to make sure that if minimum age recommendations apply to any part of the television service, those parts of the television service are not viewed by anyone below that minimum age.

11. Except for Virgin TV Go and Virgin TV Control apps (and any updated or similar services we may provide from time to time), which you may use in accordance with their terms and conditions you may not use any reception equipment to receive or set recordings on the television service other than the equipment we have provided to you for the express purpose of receiving or setting recordings on the television service (such as a set-top box).

12. By viewing the television service you acknowledge that the equipment we provide to you may be enabled by us to make recordings, on your behalf, of broadcasts of the types of programmes that match your preferences, for the purpose of enabling those broadcasts to be viewed at a more convenient time for you.

13. We will not continue to provide you with the television service if we find out that you do not have a valid television licence.

C. Virgin Phone

1. If you are keeping an existing phone number but taking a phone line from us as part of the services, you authorise us to cancel that part of your agreement with your old provider which relates to renting that line. However, we cannot cancel any other agreements you may have with your old provider, for example, for renting equipment or for extra lines. Although we are usually able to arrange for you to keep your existing phone number when you transfer your line to us, we cannot guarantee this.

2. If we provide you with a phone line and you don’t ask us to transfer your existing number, we will allocate a number to your phone line. The telephone number and any data is transferred to you and you may not sell or agree to transfer the number to any person.

3. You agree that we will give your details, including address and phone number to the emergency services. Unless you tell us otherwise when ordering your phone service, or at a later date, we will also give these details and your name to other authorised public communications providers and regulated directory service providers. This is so your details can be included in phone books and be obtained from publicly available directory enquiry services. We cannot accept any liability whatsoever for any failure by authorised public communications providers and regulated directory service providers to whom we provide information to comply with your listing request. We can tell you about other options that are available to protect and control how your information is used.

4. You accept that your phone number must not be advertised in or on a public telephone box. If this happens, we may immediately suspend the service or end this agreement. However, we will use reasonable endeavours to contact you before we take this action.

5. Your phone number and phone line are for private use by you and members of your household only. They must not be used for any activities not reasonably expected of someone using the services for domestic purposes, for example whilst a reasonable amount of work is expected, your usage should be within what would be reasonably expected from a residential customer and we have no liability for any business losses you may suffer.

6. Your phone package fees and call rates that are applicable from time to time may be viewed in our tariff guide, which you can access online at www.virginmedia.com/tariffguide. Otherwise, you can call us to request a copy. Rates set out in the tariff guide take precedence over any rates shown in generic marketing material. We may notify you of fee and call rate changes from time to time. Your right to use that service with the new rates will begin on the date they are notified. You may notify us of fee and call rate changes from time to time, which we will use reasonable endeavours to contact you before we take this action.

7. If your use of unlimited or no extra charge calls provided as part of your phone services exceeds that reasonably expected of a reasonable person using the services for domestic purposes, we may:
   1. restrict, suspend or end your services; and/or
   2. charge you our standard rates as published in our latest tariff guide for any calls exceeding those reasonably expected of a reasonable person using the services for domestic purposes.

8. Call features and services functionality are subject to variation and may not be available in all network areas. See www.virginmedia.com/callcosts for details of call features.

9. Most security and personal alarms and health monitors should be compatible with our network. However, it is your responsibility to check with your alarm or monitor provider to ensure that your alarm or monitor is compatible. You should check that any other of your equipment is also compatible. Subject to paragraph R.1 below, we cannot accept responsibility for issues arising out of incompatibility.

10. We may provide your phone services over our broadband network or over a traditional copper network. You agree that the following provisions (in addition to the terms and conditions above) if we have told you that your phone services will be provided over our broadband network:
   1. you should keep your broadband router plugged in and switched on at all times to make and receive calls; and
   2. you acknowledge that if there is a power or network outage, your phone services will not work and you will be unable to make or receive phone calls, including calls to the emergency services.

11. If we provide your phone services over our broadband network and you have a security or personal alarm or health monitor which is connected to your phone line, this will not work during a power or network outage. You should check with your alarm or monitor provider to see whether your alarm or monitor is connected to your phone line and if this affects you. Any other of your equipment which you connect to your phone line may also not work in a power or network outage.

12. If a power or network outage occurs during a phone call, the call may continue for up to 10 seconds after the calling party has lost connection, and will be billed accordingly.

F. 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 are a customer, you should notify us as soon as possible so we can put measures in place to assist you. This might include the use of text relay. This may 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 provisions relating to equipment also apply to the emergency backup and any other equipment we provide to you.

D. Virgin Broadband

1. To receive the broadband service you need to make sure that your equipment, such as your computer or device (tablet or mobile phone) 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.

2. In order to keep providing a great level of service, we may modify or temporarily suspend the broadband service, or part of it, to the extent necessary for us to carry out maintenance, technical repair, enhancement or emergency work. We will try to minimise the impact of this on your broadband service, and we will restore the broadband service as soon as we can. Where possible, we will notify you if this occurs between the hours of 6am and midnight and is due to last for more than 1 hour.

3. Due to the nature of the internet, we cannot guarantee specific levels of performance for internet access on the broadband service.

4. You confirm that you are the owner of, and that you have obtained all necessary consents to use, the email, you should only use or have as any other name selected by you in connection with the broadband service.

5. You acknowledge that we cannot guarantee you will be able to have and use any email address or mailbox or other name you request, and we may require you to select a replacement name if we believe that your current choice of name is, or is likely to be, in breach of the Legal Stuff.

6. Any email address allocated by us to you will at all times belong to us and you may not transfer the address to any person. If this agreement ends, your right to use that email address will also end and you will no longer be able to use the email address, please make sure you have an alternative email address and let your contacts know of the change, as we cannot do this for you. Please see our acceptable use policy for more detail on email address usage and our Help and Support page on what happens to your email when you leave us.

7. It is your responsibility to keep back-up copies of any data you upload to our network and you are responsible for any system you establish to monitor or manage your content online and internet usage.

8. The broadband service is for private use by you and members of your household. It must not be used for any activities not reasonably expected of someone using internet access for domestic purposes, for example whilst a reasonable amount of working from home is expected, your usage should be within what would be reasonably expected from a residential customer and we have no liability for any business losses you may suffer. We have other more appropriate packages such as Homeworks, and for small business use there are services provided for by Virgin Media Business.

E. Virgin Mobile

1. This agreement covers 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 the SIM only plan. You may purchase your mobile handset and any other device belongs to you at the point of delivery, if your application is online or by phone, or when it is provided to you if you purchase in store. You will be responsible for any loss, theft or damage from this point.

3. Where we need to install equipment at your home, we will make 3. Agreement. We agree to provide you with an airtime plan. Details of the types of calls, text messages or other services that are included in your
10. **Roaming**

1. Our mobile services may be made available to you in countries outside of the EU if we or our partner who provides us with our mobile network have roaming agreements in place. Please check your roaming settings via your account online and ensure that all roaming settings are turned on. If you are roaming in the EU, you also need to comply with our roam like home policy. The costs for outside of allowance for EU use and additional services that allow roaming outside of the EU are set out in our tariff table or are available from our team. Overseas network operators may bill us some time after you use the mobile services – sometimes up to three months later, accordingly there may be a delay in when such charges show up on your bill. Please be aware that when you use your phone outside of the EU charges will apply.

2. If you are using your mobile handset in a location in the EU which is close to the border between the EU and another country, outside of roam like home, your phone may connect to a network in that country and you will be charged roaming rates for that usage. To stop that from happening you should take care to note the network to which your mobile handset is connected before using it. You can also disable roaming on your mobile handset or you can contact the team and we can disable roaming for you.

12. If you obtained a SIM directly from us (online, in store or by speaking to the team over the phone) then you may benefit from a customer satisfaction guarantee or a warranty. Full details are available on our website at http://store.virginmedia.com/the-legal-stuff/virgin-media-mobile.html or from our team.

13. If you obtained a SIM somewhere else, for example from another high street retailer, our customer satisfaction guarantee will not be available to you. You will need to contact that retailer if you wish to return the SIM or if the SIM develops a fault.

14. Any additional terms and conditions that apply to additional services will be made known to you as part of the process for agreeing to the additional services. They will also be available on our website or from our team.

F. **Services and Equipment**

1. We will agree with you a date for installation or delivery of equipment or activation of the services and we will try and keep to this date, but we may have to change the installation, delivery or activation date. We will agree with you any such changes as soon as we can and let you know of the next available date. Your mobile services will commence once you have received your SIM and have been provisioned on the network. If your other services are not activated and within 45 days of ordering the services we may cancel your those services and move you to a different airtime plan for your mobile services. You will be responsible for all out of allowance, add-on and additional service charges incurred from the date the mobile services commenced. These charges will show up on your next bill.

2. You agree that you or a person authorised by you (who is 18 or over) will be present when we install the equipment at your home.

3. Where we need to install equipment at your home, we will make every effort to fit the equipment where you prefer. However, this may not be possible because of technical or other reasons. If this is the case, you may either choose to allow us to connect the equipment as we see fit, or to not have that equipment installed. If we do not install that equipment for that reason we shall not be under any liability whatsoever to you for any failure to provide you with the equipment provided by that equipment but we will refund you any payments you have already made for installation of that equipment and provision of the related service. If that equipment is necessary for the provision of the services you are taking from us, then you may end this agreement and in these circumstances we shall not be under any liability whatsoever to you for any failure to provide the services to you, but we will refund you any payments you have already made for installation of that equipment and provision of the services which are related to that equipment. If you wish to retain any of your other services including your mobile services we will move your mobile services to a different airtime plan, taking into account your allowances and price in accordance with Section L.6. Please do not move any equipment. Should you later wish to alter the routing or location of any existing equipment such as cables or wall sockets, you should contact us.

4. Where we do not need to install equipment at your home, we will either send you all the equipment you need through the agreed delivery method, to connect to the services, or advise you of any additional equipment you need. If applicable, it is your responsibility to purchase the additional equipment as advised to you. You 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.

5. 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 instead choose, nor the resale installation of the equipment in the device or in respect of it. Where additional equipment is purchased from our recommended partners, we are not responsible for them or for any additional equipment you purchase from them. If any additional equipment plan are explained in the joining pack you receive with your SIM and are also available online via your account. You can also get them from our team on request.

4. During your **minimum period** we may allow you to change your **airtime plan** to a different allowance that we had available at the time you signed this agreement. You may do so once per calendar month. The new **airtime plan** and price will apply from your next monthly bill cycle and for the remainder of your **minimum period** unless and until your change it again. You may do so once per calendar month. **Add-ons** are non-transferable and other restrictions may apply concerning their expiry, validity or use. Aside from your rights to cancel during a cooling off period or if we break the terms of this agreement, the use of your mobile handset will also be non-cancellable and non-refundable where you agree that we supply the add-on to you as soon as you have purchased it.

5. Some content or services are age restricted. If you are under the specified age that may apply to any age restricted services you are not permitted to access them. If you are the specified age or over and you access the age restricted services you must not share them with anyone under the specified age. If you let anyone under the specified age use your mobile handset you must deactivate access to any age restricted services before doing so. Where you have provided the information to us we may post a flag on your telephone number to inform third party content providers that you are over 18 years of age.

6. The mobile services are available for you to access where you are in range of a base station which forms part of the mobile network. The mobile services comprises different networks and the availability of the mobile services varies depending on where you are in the country. In areas without mobile network coverage you will not receive any mobile services. You can check the telecommunications regulator Ofcom’s coverage checker for more details on network coverage which is available at https://www.ofcom.org.uk/phones-telecoms-and-internet/advice-for-consumers/advice/ofcom-checker.

7. 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 mobile services are available only on mobile handsets which we have approved for use on the network. For roaming the terms at Section E.12 apply.

9. You agree you will:

   a. use the mobile services with the mobile handset and SIM we have approved for use on the network;
   b. use the SIM and mobile handset in accordance with their user guides;
   c. take care to prevent the loss of or damage to the SIM.

10. 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** as part of the services. 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 where it is available.

11. Failing to notify us that the SIM is lost or stolen could result in us suspending your use of the mobile services (except for calls to emergency services).

12. We grant you the use of a phone number. Very rarely, Ofcom may order a change of phone number or in such a circumstances we may have to change the phone number we make available to you. If that happens and where possible we will provide you with reasonable notice before making the change.
equipment you have purchased from our recommended partners is faulty upon arrival, please contact the recommended partner for a replacement. We may need to provide our recommended partners with your name, address and order details in order for them to fulfil your order or to have access to you for failing to provide the service if such failure arises as a result of any interruption to or disconnection from the public communications provider's network or because of failure or inadequacy in any equipment for which we are not responsible.

6. To provide the services, the equipment (e.g. a set-top box or hub (router)) must be connected to your equipment (for example a TV). You are responsible for making sure your equipment works properly. You agree to provide and pay for suitable facilities and all necessary electrical and other installations and fittings (including power outlets or sockets) for the equipment.

7. Where we need to set up any services on your equipment you authorise us to your equipment to perform such set-up (which may include the installation of software) and to check that those services are working properly. You confirm that you will have prepared your equipment, and will follow our reasonable instructions (if required) to prepare your equipment, so that we can perform the set-up properly. It is your responsibility to keep back-up copies of any important data stored on your equipment prior to the set-up of the services by us on your equipment.

8. You are responsible for applying for any consents and permissions necessary for us to connect and maintain the equipment at your home (for example, any permission necessary to lay cable from the street to your address). We are not obliged to install equipment or provide the services unless all consents and permissions have been obtained.

9. Our obligation to provide the services is also subject to survey. If a survey shows that the equipment cannot be installed or connected at your home, or if a non-standard installation is required, we may cancel any installation date we have given you and terminate this agreement. You will be notified of this as soon as possible after the survey. We shall not be under any liability whatsoever to you for any failure to provide the services in these circumstances but will refund you any payments you have already made to Virgin Media Payments for installation of the equipment and provision of the services. If you wish to retain your mobile services we will move your mobile services to different airtime plan in accordance with Section L.6.

10. We do not have to connect the equipment at your home, or otherwise keep to this agreement to the extent the following affects our ability to do so:
   1. your home is outside our service area or in a part of our service area where no cable has been laid, or we are unable to activate the services on your line or at your home for any reason;
   2. you do not qualify under our current credit policy; we need to send a technician to your address to provide necessary maintenance and you miss that agreed appointment (or there is no-one over the age of 18 present); or
   3. you have previously misused our television service;
   4. your computer or device (or its operating software) does not work correctly or as reasonably expected for access to the broadband service; or
   5. it is not practical to carry out the connection for health and safety reasons or for any other reason...

11. We may monitor any content or material transmitted over the network, including email and internet communications, where required by law or an enforcement authority, or as part of any actual or potential criminal or suspected fraudulent activity. Any data we collect will be in accordance with our Privacy Policy and our Cookies Notice.

G. 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 and for us to provide the services to you.

2. We may upgrade and update the network, equipment and the services from time to time. We will give you notice beforehand where we reasonably can if we believe such an upgrade may materially affect your service. We will always aim to provide you with continued access to services but we will not be liable for interruptions, reception, picture degradation or other problems with the services which are matters beyond our reasonable control. You agree that you will tell us about any fault in the services and equipment by contacting our customer services team, who will aim to respond as promptly as possible. Please visit the contact us section of our website for details on how to get in touch. In many circumstances it may be possible for us to correct a fault remotely. If this is not possible and we think a technician can correct a fault, we will send a technician to try to do so.

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

4. Where we supply the services to you via your connection to another public communications provider’s network (for example ‘Virgin TV Go’) it is your responsibility to maintain your connection to such public communications provider’s network and we shall not be responsible or liable to you for failing to provide the service if such failure arises as a result of any interruption to or disconnection from the public communications provider’s network or because of failure or inadequacy in any equipment for which we are not responsible.

H. Using the services

1. You are responsible for the way the equipment and services are used. You must not do any of the following acts or allow anyone else to do the following acts in relation to the equipment and/or services;
   1. send a message or communication that is offensive, abusive, defamatory (damages someone’s reputation), obscene, menacing or illegal;
   2. cause annoyance, nuisance, inconvenience or needless worry to, or infringe the rights of, any other person;
   3. contravene our acceptable use policy;
   4. perform any illegal activities;
   5. break, or circumvent, (or attempt to do so), the security of our network, equipment, content, hardware or software;
   6. deliberately receive, use, own, post, make available, transmit or publish, offensive, harmful and/or illegal material (including images of child abuse);
   7. upload, download, post, publish, make available or transmit any information, content, material or software that is protected by copyright or other rights of another person (or company) without the permission of its owner;
   8. copy, distribute, make available, attempt to disassemble, decompile, create derivative works of, reverse-engineer, modify, sub-license, or use for any other purposes any software or equipment we provide except:
      a. as set out in Section X in respect of open source software;
      b. that you may make a back-up copy of the software we provide for your personal use;
   9. use any of the services in a manner not consistent with reasonable residential domestic use or in any way related to an arrangement we suspect is designed to artificially inflate traffic to a number or numbers;
   10. use any Internet Protocol (IP) address that we have not assigned to you. Put simply, you may not use the services to harm the service of another internet user or impersonate another user, whether on 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 as part of managing our network and providing services to our customers;
   11. calling ‘cash back’ or ‘cash for calling’ numbers where you are paid in monetary or other terms by the provider for calling a number;
   12. use the services in a way that:
      a. risks degradation of services to other customers;
      b. puts our network at risk;
      c. is not in keeping with that reasonably expected of a residential customer; and/or
      d. breaks the law or infringes the rights of any other person.

13. The following acts are also not permitted:
   a. copying or recording all or any part of the services except as may be permitted by law (and if this kind of copying becomes illegal in the future you must stop doing it);
   b. re-selling, or making any charge for watching or using, all or any part of the services; and/or
   c. showing all or any part of the services to the public even where no admission fee is charged.

2. 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 Section H.1 and consider it to be a serious issue, we are entitled to reduce, suspend and/or terminate any or all of the services (except for calls to emergency services) without giving you notice. Where we do reduce or suspend the affected service we will reinstate the service if we have been able to resolve the issues with you within a reasonable time but we will need your reasonable co-operation to do so. We will terminate the services and agreement with you where this is not possible or if we consider, acting reasonably, that your breach is sufficiently serious and requires us to terminate the agreement. We may also immediately terminate the services we provide you and this agreement where we reasonably consider your misuse to be very serious or harmful to others.
I. Using the equipment

1. We provide equipment to you for as long as you continue to receive services from us. The equipment remains our property at all times and we may need to alter or replace it from time to time. For us to do this, we may need reasonable access to your home. We also need you to follow our reasonable instructions if we need to send you replacement equipment, for example where we need to upgrade our hub or set-top-box for security or performance improvements.

2. You are responsible for making sure that our equipment is safe and used properly at all times. To do this, you agree to do the following:
   1. follow the manufacturer’s instructions and any other reasonable instructions we have given you;
   2. keep the equipment in your home and under your control (for example, you may not sell it, lend it or hire it out to anyone else, put it up as security for a loan or mortgage, or allow it to be seized under any legal process against you);
   3. insure any of the equipment against all loss, theft or damage for full replacement value;
   4. not tamper with disassemble, misuse, neglect or damage the equipment;
   5. not remove, tamper with or cross out any words or labels on the equipment; and
   6. take proper care at all times to try and prevent the loss or theft of equipment.

3. We may charge you a fee to reconnect you to our services except where this is required as a result of network problems as set out in Sections G.1 and G.2 or due to our fault. Details of any fee are included in our tariff table.

4. 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.

5. You agree to take responsibility for all liabilities, claims and losses which are in any way connected with you misusing the services, or with getting our services without our consent, 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.

6. Unless we advise you otherwise, please take reasonable steps to make sure that it is not in use, the electricity supplied to the equipment (such as the set top box or hub) is not turned off and that it is in standby or rest mode, as this allows us to send important updates (for example security updates) to the equipment.

7. Where a usage or storage allowance is allocated to you as part of the services, you are responsible for making sure that you do not use more than your allowance. We are not responsible for any negative consequences of your failure to do so. Furthermore, if you exceed any allowance applicable to your services, we may re-grade the services in question at the appropriate charge and/or charge you for any additional usage or storage at the appropriate rate (if any) set out in the price guides. Where we believe this type of charge is necessary we will try and discuss this with you first but if we cannot contact you and we make such changes we will notify you as soon as possible.

8. In particular, if you subscribe to a service allowing internet access that has a limit on the amount of data that you are allowed to download or upload each month (monthly usage allowance), you must not exceed that monthly usage allowance. You can monitor your usage within the My Usage section of your My Virgin Media account or, for mobile services, your My Virgin Mobile account or associated app. We will send alerts to tell you if you are approaching your monthly usage allowance via text and email, after which, if you still choose to continue exceeding your allowance we will add an unlimited data pack for the rest of your billing period at additional charge, as set out in the price guide. At the end of your billing period your monthly usage allowance will then be reset to previous limit which will then apply. You are responsible for providing us with an active email address and mobile number that you check regularly to receive these updates. You can find details of relevant charges within the My Alerts pages within the My Usage section of your My Virgin Media account or, for mobile services, your My Virgin Mobile account.

9. We may turn off your messaging services if they are inactive for an extended period of time but we will let you know before this happens. If we do turn off your messaging services you will lose all of the content in your messaging services and we will be unable to forward any unopened or unsent messages to you or anyone else.

I. Using the equipment

1. We provide equipment to you for as long as you continue to receive services from us. The equipment remains our property at all times and we may need to alter or replace it from time to time. For us to do this, we may need reasonable access to your home. We also need you to follow our reasonable instructions if we need to send you replacement equipment, for example where we need to upgrade our hub or set-top-box for security or performance improvements.

2. You are responsible for making sure that our equipment is safe and used properly at all times. To do this, you agree to do the following:
   1. follow the manufacturer’s instructions and any other reasonable instructions we have given you;
   2. keep the equipment in your home and under your control (for example, you may not sell it, lend it or hire it out to anyone else, put it up as security for a loan or mortgage, or allow it to be seized under any legal process against you);
   3. insure any of the equipment against all loss, theft or damage for full replacement value;
   4. not tamper with disassemble, misuse, neglect or damage the equipment;
   5. not remove, tamper with or cross out any words or labels on the equipment; and
   6. take proper care at all times to try and prevent the loss or theft of equipment.

3. We agree to tell us as soon as you can about any loss or damage to any part of our equipment. You should do this by contacting our customer services team. You agree that you are responsible for any loss of or damage to the equipment, regardless of how it happens, unless it is our fault. We will charge you for any loss of or damage to the equipment that you are responsible for, and that charge will not be more than the charges set out in the price guide for the relevant equipment.

4. If we or you end this agreement, if you decide to disconnect from some of our services, or if you wish to take up an offer to upgrade the equipment we provide to you, then unless we have informed your alternative (e.g. on our website) you must return the equipment to us or (if we choose) make it available for collection. We reserve the right to charge you for the replacement cost or recovery costs of the equipment. If we hold any of your money we may use that money towards the cost of refurbishing or replacing the equipment. If you have any additional equipment, we’d encourage you to dispose of it responsibly if you’re no longer using it so please contact us for further information about disposing of your additional equipment. Please see our price guide for more information on non-retuned equipment and the charges we may apply.

5. You may use your equipment together with our equipment, but (unless we have recommended it to you) we cannot guarantee that our equipment will work with your equipment. We will not be liable in any way for any loss or damage arising from your use of your equipment with the equipment. We will not be liable for any loss or damage to any additional equipment unless it is our fault.

We have the right to charge you for any replacement additional equipment. Your personal information may be used for the purpose of setting up your services and our Privacy Policy for so long as you are a customer and for as long as is necessary for such purposes after we cease providing the services to you. If you do not pay your bills for the services then we reserve the right to transfer your debt to a third party in which case your personal information will also be transferred to that third party for it to use in connection with the recovery of your debt. Such third party will take any action to recover your debt as it considers appropriate and will not be acting on behalf of or to our instructions.

6. You will have received certain software in the equipment at the point of activation of your services, and this is intended for use in conjunction with your subscription to our services. You must not use any unauthorised software on the equipment. Certain equipment we provide to you may also be accompanied by separate software intended for installation on other devices within your home. If you install this software on such devices, the terms of use of the software will be governed by an end user licence agreement, which you must accept before you install the software.

7. We and our suppliers retain title to and ownership of the software for the equipment we provide to you and all intellectual property rights in and on that equipment. All TiVo copyrights and trademarks are the exclusive property of TiVo Inc. TiVo Inc. is an intended third-party beneficiary of this Section H.7 which means that TiVo Inc can independently enforce the terms of this Section H against you.

8. We reserve the right to automatically enable any additional and separate bandwidth on the equipment we provide to you in order to offer a separate wireless local area network (Wi-Fi Hotspot) for other customers in the local area to connect to as long as this does not adversely affect the services we provide to you.

J. Paying for your services

1. You will receive two bills for your services as follows:
   1. ‘Virgin Services Bill’ includes your monthly recurring charges, any charge to bill charges and additional fees for Pay-per-View programmes or third party content and services.
   2. ‘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

2. You are responsible for and must pay the charges for the services as set out in our price guides (see www.virginmedia.com/priceguides) or as otherwise notified to you (for example as set out in your order summary, charge of service receipt and your bills), together with any applicable value added tax or other applicable taxes. All payments by you in respect of the monthly recurring charge for your services should be made to Virgin Media Payments, who will provide you with all necessary payment handling services for Virgin Media and all payments by you in respect of add-ons, additional services and other out of allowance charges should be made to Virgin Mobile. Virgin Media Payments and Virgin Mobile agree to collect and process all payments made by you to it promptly and ensure that they are applied in settlement of the charges to which they relate. Virgin Media Payments and/or Virgin Mobile may charge you a separate service fee for collecting and processing such payments as provided in Section J.6.3 below.

3. We can change the charges as set out in Section L.4, but if we do so, this may entitle you to end this agreement without needing to pay an early disconnection fee as set out in Section L.2.

4. You must ensure that your payments are received by Virgin Media Payments and Virgin Mobile by the due date for payment shown on your bill. If you do not pay your bills on time, you may need to pay interest or other charges for your default as set out in our price guides. We may also charge you the costs of debt recovery proceedings to recover any debt you owe under this agreement. Reminders will normally be sent for late bill payments.
5. If you do not pay your bills we may suspend your services in line with our non-payment policy as set out below:
   a. Virgin Services Bill we may suspend or cancel the services in their entirety.
   b. Virgin Mobile Usage Bill - we may suspend or cancel your mobile service only.
6. Some parts of the service(s) may enable you to access third party content and services some of which may require you to accept additional terms and which may be subject to additional fees (for example a subscription you may have to access an organisation’s TV streaming service), and you agree that you (and not us) are responsible for paying any charges from such other organisations while using the services. These charges are known as “charge to bill services”. Where third party services you have receive have been added at your request to your Virgin Services Bill, you agree to pay Virgin Media Payments for such charges in the same way as for all other charges on your bill
7. The following provisions apply regarding billing and payment:
   a. Under this agreement, if you ask for any changes to the services provided by us, these changes will be reflected by adding or removing proportionate amounts to your first bill after the change and to your payments every month after that.
   b. You must pay both of your bills by direct debit from a suitable bank allowing such payments and you must maintain active direct debits during your minimum period and at any time we are providing you with such services.
   c. If any direct debit of yours is cancelled or is not cleared by your bank or building society, we are entitled to charge you a default fee and the provisions of Sections J.4, J.5 and J.6 and M.1.3 will also apply.
   d. We will bill you electronically via E-billing, and you must provide us with a valid and current e-mail account to which we will send your bills. You may choose to receive a paper bill instead. If you choose a paper bill, we may charge you an additional amount for this service, which we will tell you about when you request the change. A charge will be payable for in respect of both the bill from Virgin Media Payments and the bill from Virgin Mobile if a paper bill is requested for either of these bills.
   e. The accuracy of the e-mail address you provide to us for E-billing purposes is entirely your responsibility.
   f. We reserve the right to refuse use of the E-billing service to anyone for any reason whatsoever, or to modify or discontinue (permanently or temporarily) the E-billing service to you or all recipients, in our reasonable discretion. You shall remain fully responsible and liable to pay any bills of which notification has been sent to the e-mail address you have specified whether or not:
      a. you access that e-mail account and read the relevant e-mail;
      b. you are disconnected from your e-mail account (for any reason); or
      c. for any other reason (other than our negligence) you fail to read relevant notification.
   g. Due to the nature of the internet and the need from time to time to update, upgrade and maintain the E-billing service, we cannot guarantee uninterrupted access to the E-billing service.
   h. If you want to change any of the services agreed to, we may charge you a fee. We will notify you of the amount of any such charges when you request the change.
   i. We are entitled to carry out credit checks on you at any time. This will be done by making searches about you at credit reference agencies who will supply credit information about you, as well as information from the Electoral Register. The agencies will record details of the search, whether or not the application goes ahead. We may use credit-scoring methods to assess the application and to confirm your identity. We and other companies may use credit searches and other information which is provided to us, or the credit reference agencies, about you (and those to whom you are linked financially) if it credit decision is taken about you, or to obtain or review credit references for you. This information may also be used to trace debt and manage your account and to reveal information on your payment history to the usual credit agencies. Your details will be checked with fraud detection agencies and if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when checking details on applications for credit for credit-related or other facilities; managing credit and credit-related accounts and facilities; recovering debt; checking details of proposals and claims for all types of insurance; checking details of job applications and employees. We and other organisations may also access and use information from other countries the information recorded by fraud prevention agencies. Please write to Virgin Media’s Head of Risk at Media House, Bartley Wood Business Park, RG27 9UP if you want to receive details of the relevant fraud prevention agencies. You have a legal right to these details.
   j. If at any time before or during the term of this agreement you fail to meet the credit conditions required by us, we may do the following as long as it is reasonable for us to do so:
      1. require you to make a payment (which shall be made to Virgin Media Payments and/or Virgin Mobile) in advance for future charges;
      2. enforce credit limits on you for any charges (to the extent that we and/or Virgin Media Payments and/or Virgin Mobile, as appropriate, believe is reasonable in the circumstances), restrict the level of services we provide to you, only allow certain methods of payment and/or suspend some or all of the services at any time when you reach the limits until we have received the full payment of any charges you owe under this agreement; and/or
      3. not provide you with access to Pay-Per-View programmes or additional services.
10. You must provide promptly and accurately all the information which may be needed so that we, Virgin Mobile and Virgin Media Payments can perform our respective obligations under this agreement. You must also tell us immediately if any of your details change.
11. Your personal information may be used for the purposes set out in this agreement and our Privacy Policy for so long as you are a customer and for as long as is necessary for such purposes after we cease providing the services to you. If you do not pay your bills for the services then we reserve the right to transfer your debt to a third party in which case your personal information will also be transferred to that third party for it to use in connection with the recovery of your debt. Such third party will take such action to recover your debt as it considers appropriate and will not be acting on behalf of or to our instructions.

K. Your information and how it is looked after
1. Please take time to read our Privacy Policy and our Cookies Notice which apply to the use of your personal and other information by Virgin Media and its group companies but which do not form part of these terms and conditions. We may need to change our Privacy Policy and Cookies Notice from time to time. Our latest Policies will always be posted the Virgin Media website.
2. To make sure you are always getting the best possible customer service, we may monitor and record phone conversations you have with our teams.
3. We may monitor any content or material transmitted over our network, including email and internet communications, where required by law or an enforcement authority, or as part of any actual or potential criminal or suspected fraudulent activity. Any data we collect will be in accordance with our Privacy Policy and our Cookies Notice.
4. We also reserve the right to monitor and control data volume and/or types of traffic transmitted via the services and/or equipment.
5. If you have taken mobile insurance via the Virgin Mobile website we will provide your personal information to the policy administrators, Asurion Europe Limited (Asurion) in order to administer your policy, validate claims and for fraud protection purposes. Asurion administers your insurance on behalf of the insurer and the policy underwriter, Liberty Mutual Insurance Europe Limited who is the data controller for the purposes of data protection laws (Information Commissioners Office registration number Z6118636). Once the relevant data has been passed to Asurion, Asurion will undertake all responsibilities as data processor (for the purposes of data protection laws) for Liberty Mutual Insurance Europe Limited in respect of that data. Please refer to your policy documents for full details of how Asurion will use your data.
6. You agree that we will give your details, including mobile telephone number and geographic location to the emergency services.

L. Changing this agreement
1. You may add to or reduce your services (including the content you receive on the television service) from time to time by contacting our customer services team. If you ask us to add any extra services or any extra content to the television service, you agree to accept such additional content or bundles of content for at least the minimum period that applies to it. If you ask us to reduce your tier of services within the minimum period for that service, we may ask you to pay an early disconnection fee depending on the service being reduced and the remaining length of the minimum period. If you wish to reduce your services or remove any additional service (including premium television channels) you must give us at least 30 days’ notice and pay any applicable charges (including usage charge) up to the end of the 30 day notice period. Any changes to the services under this Section do not give rise to a new agreement, even if you agree a new minimum period.
2. If you cancel your mobile service by using your PAC code to switch to a new mobile service provider your SIM will stop working and we will be unable to provide mobile services to you using the same mobile number. Depending on the services you have in your package we will either:
1. automatically move your other services to the nearest equivalent package without a mobile service taking into account your current allowances and usage; or
2. where there is no equivalent package we will send you a new SIM with a new number as soon as possible to enable you to continue using your service as usual. If you end your mobile service your other services will continue and your minimum period will be unaffected. If we have to send you a new SIM in accordance with Section L.2.2, we may need to run a credit check on your account. If your account is in arrears, or if your payment history is poor, you may be required to clear your balance before we can send you a new SIM.

3. If you cancel all or any of the services within your minimum period, you may have to pay an early disconnection fee. If you cancel one element of your service, your remaining services will continue but you may be moved to another plan to the closest available package, both in terms of allowances and price.

4. If your broadband service, television service and landline phone services end because you choose to cancel them or if we are no longer able to provide them in the circumstances set out in Sections F.6 and P.5 your mobile service will automatically continue.

5. If we have to move any of your services to a new package we will always let you know what your new package will be, and how much it will cost. If you want a different package or want to cancel the agreement you need to tell us within 30 days’ of us giving you the details of your new package. If you want to cancel the agreement and you are in your minimum period an early disconnection fee may apply.

6. Subject to Section O.6, we may at any time modify, amend or alter the terms of this agreement and/or the services if:
   1. there is any change or amendment to any law, code of practice, guidance or regulation which applies to Virgin Media, Virgin Media Payments, Virgin Mobile or the services provided to you;
   2. we decide that the services should be altered for reasons of quality of service or otherwise for the benefit of customers or, in our reasonable opinion, it is necessary to do so in order to continue to provide the services;
   3. for security, technical or operational reasons;
   4. we decide to offer certain content as Pay-Per-View programmes;
   5. we introduce new services, new service features, service improvements or equipment;
   6. the changes or additions are minor and do not affect materially disadvantage you; or
   7. in all other events, where we reasonably determine that any modification to a relevant system, our network or a change in trading, operating or business practices or policies is necessary to maintain or improve the services provided to you.

7. We may withdraw your chosen services package for commercial or operational reasons or if we are unable to continue providing it for matters beyond our reasonable control. Subject to Section O.6.4, if we decide to do this we will move you on to our nearest equivalent or better current package, unless you ask us to move to another more expensive package. If the package we have decided to remove causes the price you pay to increase we will also give you notice of the change(s) at least 30 days before the changes take effect and you may cancel the services affected in accordance with Section O.6 without paying an early disconnection fee.

8. We, Virgin Mobile and/or Virgin Media Payments may charge your accounts at any time. Any changes to our monthly charges will be published by us on the Virgin Media website and we will also give you notice of the change(s) at least 30 days before the changes take effect and you may cancel the services affected in accordance with Section O.6 without paying an early disconnection fee.

9. If you have purchased a mobile handset from Virgin Media Mobile Finance Limited this will have been through a Fixed Sum Loan Agreement, regulated by the Consumer Credit Act. That agreement will continue even if you cancel your airtime or end your contract for any or all of your services with us, so you will need to keep making payments under that agreement. If you settle your loan agreement early then you can end your airtime services with us at any time on 30 days’ notice but your contract for your other services (e.g. broadband, home phone and TV) will continue and if you choose to end that contract during your minimum period then you may have to pay and early disconnection fee.

**M. Suspending Services**

1. We may suspend or reduce any of the services, immediately without notice for as long as the suspension event persists if:
   1. you have broken this agreement in a serious and non-minor way (and in such an instance we may also reduce the level of services affected);  
   2. you exceed any allowance applicable to your services (and in such an instance we may also reduce the level of services affected);  
   3. you go over any credit limit on your account or you cancel your direct debit;  
   4. we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the services, SIM and/or the equipment or at any time during the provision of the services;  
   5. we believe that you or another person at your home have committed, or may be committing, any fraud against us, and/or any other person or organisation by using the services, SIM and/or equipment;  
   6. you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate;  
   7. you have broken any of your obligations in Section R;  
   8. you have failed to notify us that the SIM is lost or stolen; or  
   9. 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 we provide.

In these cases, we will normally contact you and try to resolve the issue reasonably and reasonably. However, where applicable we may make a charge to reflect our costs in connection with suspending and starting supply of the services again. You must pay this charge before you can use the services again. You may also be liable for all charges for services during this period of suspension.

2. We may also suspend any of the services for as long as the suspension event persists, immediately without notice if:
   1. maintenance, repairs or improvements to any part of the equipment, the services or the network need to be carried out, including for example, when dealing with threats to the security or integrity of the network or the services we provide; or
   2. we have to do so by law.

3. If the services are reduced (and not suspended) because Sections M.1.1 or M.1.2 apply, then during any period of reduction, you will remain liable for the payment of your original level of charges.

4. For your and our protection we can also suspend the services if the number of calls or charges for calls made by you has increased to such an extent that it appears, in our reasonable opinion, that the services are not being used in a manner consistent with reasonable residential domestic use. We will make reasonable efforts to contact you before suspending the services but we are not liable for any loss you may suffer through this suspension. We will not provide the services again until we are satisfied that you know of the increased usage and are aware of the consequences of that increased usage. We may also:
   1. ask you to make a payment of a deposit (which shall be made to Virgin Media Payments) as security for your charges; or
   2. prevent you from making international calls and/or premium rated calls or SMS if in our reasonable opinion they form a significant proportion of your charges.

5. **N. Cooling off rights**

1. If you have ordered any of the services online, by telephone or from an agent attending at your home and have entered into a new contract with us you have a statutory right to cancel an order for those services within the cooling off period, which is 14 days from the day on which you received a copy of these terms and conditions printed or PDF format.

   We may choose to offer an enhanced cooling off period from time to time, and will inform you of this at the time of your purchase if this is the case.

2. You may not cancel a Pay-Per-View programme once you have begun to stream or download it. By streaming or downloading a Pay-Per-View programme you consent to us making the programme available to you immediately and agree to waive your statutory right to a 14 day cooling off period during which you may cancel this purchase. We will provide confirmation of this to you immediately prior to streaming or downloading the Pay-Per-View programme. It is your responsibility to make sure PIN codes and passwords for Pay-Per-View programmes are used correctly.

3. You can cancel your order by making any clear statement to us regarding that cancellation by:
If we, Virgin Mobile and/or Virgin Media Payments:
1. If you break this agreement immediately, without the payment of an early disconnection fee, you will be responsible for the costs of returning the equipment to us and may be charged the direct return costs (including by offsetting this against any money we owe you as part of any refund).
2. If you fail to return or make available for removal any equipment or SIM we supplied to you under this agreement, you will no longer be able to use the equipment or SIM. Your use of the phone number will also end once your account is closed (unless you are moving your mobile services to another provider in which case you will need to contact the team).
3. We will make any refund due to you for exercising your rights to cancel during the cooling off period, subject to any deductions due to us within 14 days, starting the day after we are 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 move to an address that is outside of the service area during the minimum period, the remaining 5 months of your agreement will be cancelled and we will notify you of this and you can cancel this agreement without paying an early disconnection fee by giving us at least 30 days’ notice as set out in Section O.1.
2. On or after 28 February 2019, if you are a new customer purchasing our broadband services, or an existing customer that has either changed your broadband service, agreed to a new minimum period for your broadband service or re-contracted your existing broadband service, then if your broadband speed falls below the minimum guaranteed download speed and we have not remedied this within 30 days of notifying you of this, or if we cannot fix the problem, we will notify you of your opportunity to end your agreement immediately without the payment of an early disconnection fee.
3. If you end this agreement under any of the circumstances described in Section O above, or under Section O.6 below you will be responsible for the costs of returning the equipment to us and may be charged your direct return costs (including by offsetting this against any money we owe you as part of any refund).
4. If you cancel an order for equipment which you have been provided with you until the cancellation date;
5. We will refund any one-off fees for activation or installation of the services if you cancel the services after installation or activation;
6. You can provide notice and end this agreement immediately, without the payment of an early disconnection fee, by giving us at least 30 days’ notice as set out in Section O.1.
7. If we agree to provide the services to your new address, you may move to a new address within our service area during any minimum period you may need to pay the early disconnection fee described in Section O.5.
8. We will make any refund due to you for exercising your rights to cancel during the cooling off period, subject to any deductions due to us within 14 days, starting the day after we are informed that you wish to cancel. We will make any refund using the same method of payment you used to pay us.

P. Moving home outside of or within the Virgin Media Network service area
1. If you move home the following sections tell you how this will impact your services other than your mobile service (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.
2. The Virgin Media network area does not cover all of the UK – please use our post code checker 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.
3. If you move to an address that is outside of the service area during any minimum period you may need to pay the early disconnection fee described in Section O.5.
4. If you move to another address within our service area, you may ask us to provide the services to your new address. You must provide at least 30 days’ notice to do this.
5. If you move to an address outside of our network, we cannot guarantee to provide you with the services at your new address, for example you may move to an area that where there is not sufficient capacity on our network. If this happens and we are unable to provide services to you, or if what we can provide is not equivalent to the service we have provided to you at your previous address, then you can cancel your services and you will not need to pay an early disconnection fee.
6. If we agree to provide the services to your new address, you may have to pay a service transfer charge (for Virgin Media Payments). Details of the service transfer charge are set out in the price guides.
7. Where we have agreed with you to continue providing the same services that you received at your current address to your new address and this is during any minimum period, then that minimum period will continue at your new address (for example, where your services are on a 12 month minimum period, if you move during month 7 of your minimum period, the remaining 5 months of your minimum period will apply for those same services being provided at your new address). Where we have agreed with you to change the services you receive at your new address then a new minimum period will apply. If you move to another address within our service area, you may ask us to provide the services to your new address. You must provide at least 30 days’ notice to do this.
period may apply for those services and the service start date for that new minimum period will be the date that the equipment is installed at your new address.

8. If you move home without telling us and we are continuing to provide services to your new address as set out in this Section within 45 days we may cancel this agreement and disconnect your services and your airtime plan will be changed to pay as you go. If you are within your minimum period you may have to pay an early disconnection fee.

Q. If you break this agreement

1. We, Virgin Mobile and/or Virgin Media Payments may end this agreement immediately if:
   1. you become insolvent or bankrupt, you enter into any arrangement with your creditors, or if any legal action is taken or threatened against your property;
   2. we believe that you or another person at your home have committed, or may be committing, any fraud against us, or any other person or organisation whether or not by using the services or equipment (or both);
   3. you break any of this agreement in a serious and non-minor way and, if you are able to put things right, you have not done so within 7 days (or such other longer period as we specify) of us asking you to do so;
   4. we, Virgin Mobile, and/or Virgin Media Payments have reason to believe that you have provided us, Virgin Mobile or Virgin Media Payments with false, inaccurate or misleading information either for the purpose of obtaining the services and/or the equipment from us, or at any time during the provision of the services;
   5. any permission under which we are entitled to connect, maintain, modify or replace the equipment is ended for any reason;
   6. we are required to comply with applicable law or regulation, or comply with an order, instruction or request of Government, an emergency services organisation or other competent administration, legal or regulatory authority;
   7. you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate;
   8. we, Virgin Mobile and/or Virgin Media Payments are specifically entitled to do so under any other section of this agreement; or
   9. we validly suspend or reduce any of the services in accordance with Section M for a period of 30 days or more.

2. If you break this agreement and we, Virgin Mobile and/or Virgin Media Payments choose to overlook it, we can still end the agreement with you if you break it again.

3. If we end this agreement because you have broken this agreement as set out in this Section Q (including where you have not paid the charges which you are liable to pay under this agreement), we are entitled to:
   1. charge you for all charges (including usage charges and line rental) up to the date the agreement ends;
   2. if the agreement is ended during any relevant minimum period, charge you an early disconnection fee as described in Section O.6, and/or
   3. prevent and/or disrupt access to the services.

4. If you break this agreement by committing fraud or any other criminal activity, we will report you to the police, who may take legal action.

R. Visiting your home

1. There are times you will need to pay us for a technician to visit your home but we will always agree the time of that visit with you and the charge for that visit. We will charge for a technician visit where:
   1. you have chosen for a technician to attend your home (but this does not include where we need to attend your home for necessary maintenance); or
   2. you have chosen for a technician to attend your home and you miss that agreed appointment (or there is no-one over the age of 18 present); or
   3. we need to send a technician to provide necessary maintenance and you miss that agreed appointment (or there is no-one over the age of 18 present) or
   4. the technician diagnoses the fault in the equipment as being caused by misuse, neglect or accidental or willful damage; or
   5. the technician discovers that the fault or other problem relates to your equipment or any network that we are not responsible for.

2. The charges for technician visits are set out in our price guides. We understand that your circumstances might change or a fault may have ceased (for whatever reason), but so long as you tell us in advance that maintenance is no longer required or that you would like to cancel or rearrange the technician visit before 12pm the day before the appointment we will not charge you a fee as described in Section R.1.

3. You authorise us to install, keep and use equipment at your home and you agree that we and our employees, agents or contractors may enter your home so that we can move the services to your new address as set out in this Section within 45 days we may cancel this agreement and disconnect your services and your airtime plan will be changed to pay as you go. If you are within your minimum period you may have to pay an early disconnection fee.

4. If you break this agreement immediately if:
   1. carry out any work that is necessary for us to connect, maintain, alter, replace or remove any equipment necessary for us to supply the services you and others have asked for; and
   2. inspect any of your equipment which you may keep there.

4. You agree not to do anything, or allow anything to be done, at your home that may prevent easy access to the equipment or your equipment.

5. We cannot normally be required to remove permanent equipment installations if you end this agreement or move from your home.

6. S. Liability to you

1. Neither Virgin Media, Virgin Mobile nor Virgin Media Payments restricts or excludes liability to you for:
   1. death or personal injury resulting from our own, Virgin Mobile or Virgin Media Payments’ own (or our agents’ or contractors’) negligent act or failure to act;
   2. fraud; or
   3. any legal rights and remedies available to you as a consumer in relation to the services. None of these rights and remedies are affected by this agreement. For information on these rights and remedies please visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

2. Except as set out in Section S.1, neither we, Virgin Mobile nor Virgin Media Payments will be liable to you for:
   1. any loss or damage which is not a reasonably foreseeable consequence of Virgin Media, Virgin Mobile or Virgin Media Payments’ negligence or breach of this agreement. Loss or damage is reasonably foreseeable if either it is obvious that it will happen or if, at the time the agreement was made, both we and you knew it might happen (for example, if you and we discussed it); or
   2. any business loss (including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses) even if such loss was reasonably foreseeable.

3. Except as set out in Section S.1, our, Virgin Mobile and Virgin Media Payments’ liability to you is limited to:
   1. for direct physical damage to your property (including any of your equipment upon which the television services are enabled), a maximum of £10,000 for any one event or series of connected events; and
   2. except for direct physical damage to your property, a maximum of £10,000 for any one event or series of connected events.

4. When we, Virgin Mobile or Virgin Media Payments carry out any obligation under this agreement, the duty of each of us is to exercise the reasonable care and skill of a competent service provider only.

5. We will not be liable to you for the accuracy, fitness for purpose, completeness or legality of any information accessed, received or transmitted using the equipment, SIM or services unless we are the author or creator of this information or material, or for transmitting or receiving, or failure to transmit or receive, any material through the equipment, SIM or services.

6. We will not be liable for any failure of safety, security or other alarm systems or monitors due to:
   1. incompatibility with our network;
   2. power or network outages that are not our fault; or
   3. any other matters beyond our reasonable control or not due to our fault.

7. If you deal with any other individuals or organisations using the equipment or services for example, by buying or renting goods or services from them or subscribing to or accessing third party services such as TV/movie streaming services or ordering goods or services using Internet access), we will not be involved in these dealings. We will not be liable in any way for any loss, costs or damage you have to pay for.

8. We will not be liable to you for the contents of any material from other individuals or organisations which may be accessed through the equipment, SIM or services. We also reserve the right to block access to any such material.

9. Sometimes we might have to interrupt, change or temporarily suspend or stop all or some services to repair, upgrade or maintain our network. If this happens, we’ll try to give you notice and get the network back up and running as soon as possible.
10. We aim to provide a continuous, high-quality service using reasonable care and skill. However, due to the nature of the services, we cannot guarantee that the services will be available all the time and as the quality and availability of the services could be affected by factors outside our control, such as faults on the network or any other networks operated by third parties which are used to provide the service to you. Environmental factors such as the weather, the type of building you are in or surrounding trees may also affect availability of the mobile services. If you have a fault or other performance issue with your broadband service please visit https://www.virginmedia.com/help/service-status to view the network status. There are other pages on our website which may also help you to troubleshoot your service. If you still need help, you should contact us to let us know. You may ask us to fix the fault in which case you agree to follow our reasonable instructions and to provide us with a reasonable opportunity to fix it.

11. If you experience faults with your Virgin Phone or Virgin broadband service, then in certain circumstances, where such faults affect your ability to use your Virgin Phone or Virgin broadband service you may be entitled to compensation as set out in our Virgin Media Automatic Compensation Scheme, available to view at https://www.virginmedia.com/help/automatic-compensation. If we fail to fix a fault with our broadband service or if we agree with you that the quality of the broadband services offered to you is regularly below what is reasonable then after we have carried out an individual assessment of the broadband services you have received from us we may (depending on the circumstances of the case) allow you to cancel the agreement without paying an early disconnection fee.

12. If after 30 days we have been unable to resolve a delayed provision of Virgin Phone or Virgin Broadband or a total loss of service, we may give you credit payments being made to you under the Virgin Media Automatic Compensation Scheme. If we give you notice, we will offer you the right to end your agreement without paying an early disconnection fee. We will give you no less than 30 days’ notice of our ending such credit payments and if you cancel your services before the end of this notice period you will not be charged an early disconnection fee (even if service is restored or your activation is completed in this notice period).

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 in a serious way, such as a breach of Section H.2), we may be entitled to reclaim from you the credit you have been provided under the Virgin Media Automatic Compensation Scheme.

14. As a consumer you also have other legal rights and remedies that apply in addition to any provided to you under this agreement or common law. Some of the key rights you have as a consumer are contained in the Consumer Rights Act 2015, which provides legal remedies to you where we have, for example, 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 provide a price reduction. Consumer law also gives you rights if we provide you with misleading information that leads you to enter into an agreement with us. For information on your legal rights and remedies available to you as a consumer, please visit the Citizens Advice website at www.citizensadvice.org.uk

X. Open Source Software

1. Certain components of the software for the equipment we provide to you are subject to so-called open-source licences. (For example, some of the software in the set-top boxes powered by TiVo is subject to the GNU General Public Licence Version 2.) This open source software is not subject to the restrictions in paragraph G.1.7 above, but is subject instead to the terms of the applicable open source licence. You are free to use, modify and distribute open source software, so long as you comply with the terms of the applicable open source licence. We’ll tell you which open source licences apply (if any) in the documents which come with your equipment, as well as where you can go to find any modifications in source code form.

GLOSSARY


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

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

add-on a product (for example a data add-on) that allows you to obtain 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.

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 allocation 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.

cancel the agreement agreement without providing an early disconnection fee.

cancellation X. Termination of the agreement agreement will be 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 we have a dispute about this agreement and you want to take court proceedings, you must do so in the courts of one of the 4 parts of the United Kingdom (England, Wales, Scotland or Northern Ireland) of which its courts will have exclusive jurisdiction.

2. If any part of the agreement cannot be enforced, the rest of it will still apply.

3. We are fully committed to addressing all complaints, fully and fairly, and within a reasonable time frame. If you would like to find out how Virgin Media does this, please see our Complaint Resolution Code at http://ec.europa.eu/odr. The ODR platform is a web-based platform which is designed to help consumers who have bought goods or services online. It provides access to independent alternative dispute resolution services which are usually free for you to use.

4. 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. This service is free of charge.

5. You may also be able to refer a dispute to the European Online Dispute Resolution (ODR) platform at http://ec.europa.eu/odr. The ODR platform is a web-based platform which is designed to help consumers who have bought goods or services online. It provides access to independent alternative dispute resolution services which are usually free for you to use.
charges 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.

cost
the telecommunication channels, on demand programmes, Pay-Per-View programmes, and any other content (including any new, extra or substitute content which we agree to supply 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 modern (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 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 accessed through the equipment and/or the services, as updated by us in accordance with Section L, which include (but are not limited to) the “Early disconnection fees”, the “Phone Review & Mobile Bonus”, the “Line rental saver”, the “Loss of Service Credit Guidelines”, the “TV fraud and anti-piracy stuff”, “Homeworks”, the “Traffic management policy”, the “Virgin Media Spending Caps Policy” and the “Acceptable Use Policy”. If there is any conflict between the Legal Stuff and the terms and conditions in this document, the Legal Stuff will apply.

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 (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 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. 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.

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 151 of the Communications Act 2003.

room 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 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/callcosts 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 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 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.