

**[CANCELLATION FLEXIBILITY]**

1. Customer must use offer code “UltimateFlex” in the “Notes and comments” section of the order form or select the relevant tick box option in any online portal or order process to claim this offer on Qualifying Orders (as defined at paragraph 2 below).
2. Offer only available on new orders for Ethernet Extension, National Ethernet, High Capacity and Internet Access services with bandwidths of up to 10Gb (each a “Qualifying Service”) and where the circuit is delivered entirely through Virgin Media’s own network (as determined and notified by Virgin Media Wholesale Limited in its sole discretion) that are placed by the Customer during the offer period and which shall be subject to these further offer terms (a “Qualifying Order”).
3. All Qualifying Orders accepted under this offer shall be subject to (a) Virgin Media Wholesale Limited’s (“VMWL”) standard terms and conditions for Qualifying Services, including the applicable service schedules in respect thereof (“Standard Terms”); and (b) a contractual minimum period of 12 months beginning on the Customer Execute Date (as such term is defined in the Standard Terms) (“Minimum Period”) unless a longer Minimum Period is selected by the Customer in the order form. If there are any inconsistencies between the provisions in these offer terms and any other provisions in the Standard Terms, the provisions in these offer terms shall prevail for Qualifying Orders.

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4. Subject to offer terms 6, 0 and 8, the Customer shall be entitled to terminate any Qualifying Order by giving VMWL not less than 30 days’ notice in writing at any time after the Customer Execute Date. Paragraph 2.1 of Schedule 1 to the Standard Terms shall be varied accordingly for all Qualifying Orders.
5. Subject to offer term 6, 7 and 8, where the Customer issues a notice in writing to terminate or cancel a Qualifying Order pursuant to offer term 4 that expires: (a) at any time on or before the date falling 90 days after the Customer Execute Date (“Day 90”), the Customer shall only be liable to pay Cancellation Charges (as such term is defined in the Standard Terms) equal to 100% of the Rental (as such term is defined in the Standard Terms) due for that Qualifying Order for the period beginning on the Customer Execute Date and ending on Day 90, less any pre-paid amounts for such period, and the Standard Terms shall be varied accordingly; and (b) at any time after Day 90, the Customer shall not be liable to pay any Cancellation Charges thereon.
6. The reduction and/or waiver of Cancellation Charges under offer term 5 shall only apply to cancellations for convenience by the Customer under offer term 4. The Customer shall be liable to pay all Cancellation Charges due in accordance with the Standard Terms and offer term 7 below for any cancellation or termination of a Qualifying Order at any time for any other reason (including without limitation cancellations for cause by VMWL or cancellations for convenience by the Customer prior to the Customer Execute Date).
7. If a Qualifying Order is cancelled before the Customer Execute Date, the Customer shall be liable to pay a Cancellation Charge to cover all reasonable costs incurred by VMWL as a result of such cancellation or modification which is made up of (i) an amount calculated in accordance with Table 1 below based on the stage at which delivery has reached at the point of cancellation (in each case as defined or determined by VMWL from time to time in its sole discretion); and (ii) any additional third party costs that VMWL is required to pay as a result of the cancellation. Paragraph 6.1 of the applicable service schedule and paragraph 5.1 of VMWL’s standard terms and conditions shall be varied accordingly for Qualifying Orders.

Table 1

Stage	Cancellation Charge
Pre-planning	£500.00
Post-survey	£1000.00
Order in delivery	£2000.00

8. Any other amendment, variation, addition or change to a Qualifying Order shall be subject to the Standard Terms, and Customer shall be liable to pay any and all additional charges due thereunder in respect of such amendment, addition or change.

**Additional Construction Costs**

9. For all Qualifying Orders under this offer, subject to offer terms 11 and 11, VMWL will not charge any additional costs identified by it in accordance with paragraph 3.1.8 of Schedule 1 to the Standard Terms (“additional construction costs”) in respect of any Site (as such term is defined in the Standard Terms) or Qualifying Order.
10. Notwithstanding offer term 9, where VMWL identifies additional construction costs in respect of any Qualifying Order that it determines (in its sole discretion) are uneconomical to incur having regard to the cost of the applicable Qualifying Order as a whole then VMWL shall have the right to cancel the applicable Qualifying Order by giving written notice to the Customer. VMWL shall have no liability whatsoever to the Customer in respect of any Qualifying Order cancelled pursuant to this offer term 10. The Customer shall not be liable to pay any Cancellation Charges in respect of any Qualifying Order cancelled by VMWL pursuant to this offer term 10.
11. Notwithstanding offer terms 9 and/or 10, if the Customer cancels any Qualifying Order prior to the Customer Execute Date, and VMWL has incurred additional construction costs at any time prior to the date of cancellation, VMWL may invoice the Customer for, and the Customer shall pay, such additional construction costs as part of the applicable Cancellation Charges due in respect of such cancellation.

**Service Credit**

12. For each Qualifying Service, VMWL will agree a Customer Promise Date. If VMWL fails to meet this date and cannot demonstrate that the delay is caused by circumstances beyond its reasonable control (which, for the avoidance of doubt, shall include the late delivery of any third party elements), the Customer will be entitled to compensation for the late delivery of the Qualifying Service in accordance with the table below:

Number of whole calendar days by which the Customer Execute Date exceeds the Customer Promise Date	Compensation
1 to 10	£90.00
11 to 15	£180.00
16 to 20	£270.00
21+	£360.00

In the event that the Customer Execute Date of a Qualifying Service, is delayed by more than thirty (30) (the "Deadline") days after the Customer Promise Date and it cannot be demonstrated that the delay is caused by circumstances beyond VMWL's reasonable control (which, for the avoidance of doubt, shall include the late delivery of any third party elements), then in addition to the compensation set out in the table above, the Customer shall have the right to terminate the relevant Qualifying Service. The compensation and the right to terminate the relevant Qualifying Service in the circumstances set out herein shall comprise the Customer's sole remedy in respect of delays to the Customer Execute Date. Paragraph 7.1 of the applicable service schedule under the Standard Terms shall be varied accordingly for all Qualifying Orders.

### ***Rental Review***

13. Each Qualifying Order shall be subject to a Rental review by VMWL at least once in each 12 month period beginning on the Customer Execute Date in accordance with these offer terms ("Rental review").
14. VMWL will carry out its Rental review at least once in each 12 month period beginning on the Customer Execute Date on such date as it may determine ("review date"). The Rental review will be conducted by comparing the Rental payable by the Customer for each Qualifying Order on the review date (the "current Rental rate") against the Rental payable by the Customer for new Qualifying Service orders from VMWL under the Customer's then current standard applicable Qualifying Service tariff on the review date (the "tariff rate"). Where a tariff rate has not been expressly agreed with the Customer, VMWL's then current standard tariff rate shall apply, as varied or updated by VMWL (in its sole discretion from time to time).
15. If the Rental review reveals that the current Rental rate payable for any Qualifying Order is different to the tariff rate (whether higher or lower) in any Rental review period, VMWL shall adjust the current Rental rate (whether up or down) to that of the tariff rate.
16. Charges will be adjusted from the next date of invoice and any changes which VMWL makes will apply prospectively (they will not apply retrospectively) when VMWL next invoices the Customer for the relevant Qualifying Order's Rental. Customer acknowledges and accepts that, in benefitting from this offer and as a result of any Rental review, the current Rental rate due and payable by the Customer may go up as well as down during the Minimum Period.

### ***General***

17. Offer excludes any order or service (a) where bespoke or non-standard delivery timelines, service requirements, design or project plans are agreed between VMWL and the Customer; (b) that is not delivered entirely through Virgin Media's own network; and (c) is not for a Qualifying Service. Such orders shall not be Qualifying Orders for the purposes of this offer.
18. The offer only applies where there is sufficient capacity on the Virgin Media Network. All Qualifying Orders are subject to survey and serviceability checks.
19. Orders placed by the Customer prior to the offer period but have not yet reached their Customer Execute Date will not be eligible for this offer if cancelled by the Customer and re-placed with VMWL during the offer period.
20. VMWL reserves the right to withdraw this offer at any time and without notice, or to refuse or cancel any order where it thinks the Customer or any order does not qualify.
21. Offer valid on all Qualifying Orders placed by the Customer at any time after 12:01am on 7 June 2021.