

SoHo & SME

Version 5

About the way we'll work together

You probably like to know exactly where you stand when you do business with someone. We're the same. That's why we've put together this document to let you know how we'll work with you. These terms and conditions, and the special terms referred to on your order form, apply to the services we provide to you.

We've set all the legal stuff out in black and white, and we've done our very best to be fair and clear. If there's anything you'd like to check through, please phone our Customer Services team using the contact details on **our website**.

1. Definitions and interpreting this document

- 1.1 These standard terms and conditions apply to the **agreement** between:
- 1.1.1 you, the customer named on the **order form**; and
 - 1.1.2 us, Virgin Media Business Limited;
- for the **service** set out in the **order form**.
- 1.2 The **agreement** between you and us is made up of:
- 1.2.1 these standard terms and conditions;
 - 1.2.2 the **special terms**, if any;
 - 1.2.3 the **SoHo & SME bundle terms and conditions** (if you have bought a **SoHo & SME bundle**);
 - 1.2.4 the **service level agreement**;
 - 1.2.5 the **price guide**;
 - 1.2.6 the **data sheet**; and
 - 1.2.7 the **order form**.
- 1.3 The **service** will start on:
- 1.3.1 the date you use the **service**; or
 - 1.3.2 the date our **acceptance tests** are passed at the **site**;
- whichever is earlier.
- 1.4 Where the following words are printed in bold in the **agreement**, they have the meanings set out below.

acceptance tests means the standard tests we carry out to check that the **service** is ready for use.

add-on service means an optional add-on service that you choose to take which does not form part of the core **services** provided to you under the **agreement** and which has no **minimum period** or has a **minimum period** or notice period of 30 days or less.

agreement has the meaning set out in clause 1.2.

ancillary service means an extra service (excluding an add-on service) which is linked to the core **services** provided under this **agreement**, which you use, register or sign up for pursuant to this **agreement** and, where relevant, is described as an ancillary service in the applicable terms and conditions.

call charges means our charges for calls made using the **service**. They are based on the length of the call as set out in the **price guide**, or as we otherwise agree in writing.

cancellation charges means the charges that apply if the **service** is cancelled or ends, as set out in clause 9.17.

communications network means the communications network which we and our group companies run.

connection charges means our charges for installing and connecting the **service**, as set out in the **order form** or as otherwise agreed in writing.

customer promise date means the date, as given to you in writing, by which we aim to have finished installing the **service**

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equipment, any **purchased equipment** and the **service**.

customer order form means your own order form which we have accepted.

data controller has the meaning set out in the GDPR.

data processor has the meaning set out in the GDPR.

data protection directive means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995.

data protection legislation means any applicable law relating to the processing, privacy and use of **personal data**, as applicable to the **data controller**, the **data processor** or the **service**, including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing the **data protection directive** or the **e-Privacy directive** and the **GDPR**.

data sheet means the document which describes the **service**.

data subject means any information relating to an identified or identifiable natural person.

e-Privacy directive means the Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002.

gaining provider means a provider (other than us) of a **regulated service**.

GDPR means the regulation (EU) 2016/679 of the European Parliament and of the Council of 12 July 2002.

general conditions means Ofcom's general conditions of entitlement which apply to communications networks and service providers who provide **regulated services**.

group company means, for the purposes of this **agreement**, a group undertaking (as that term is defined in sections 1161 and 1162 of the Companies Act 2006) of either us or you as appropriate.

installation costs has the meaning set out in clause 4.3.

intellectual property rights means any rights and interest in patents, trademarks, service marks, trade and business

names, rights in design, copyright, database rights, know-how and any other similar right (whether existing or applied for, or there is a right to apply to be registered) and any similar rights to those rights under any other jurisdiction.

law means any relevant law, regulation, guideline or code of conduct (whether or not they are legally binding) which applies to you or us in any jurisdiction.

materials means any material, in whatever form, including **service literature**, the **data sheet**, processes, reports, manuals, drawings, information and instructions.

minimum period means the period stated on the **order form**, starting on the **service start date**. If no period is set out on the **order form**, the minimum period is 12 months starting on the **service start date**.

model contract clauses means the standard clauses approved by the European Union for use when **personal data** is transferred outside of the European Economic Area.

order form means our order form.

our website means www.virginmediabusiness.co.uk or any other web address we tell you about from time to time.

personal data has the meaning set out in the **data protection legislation**.

price guide means information about charges for the **service**.

processing has the meaning set out in the **data protection legislation** and **process**, **processes** and **processed** shall be construed accordingly.

purchased equipment means any equipment you buy from us in connection with the **service**.

rental means the rental for the **service**, as set out in the **price guide** or as otherwise agreed in writing.

regulated service means any **service** which the **general conditions** apply to.

service means the service we provide to you under this **agreement** including but not limited to any **ancillary service**.

service credits means any amount, as set out in the **service level agreement**,

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we will credit against the charges if we fail to meet the levels of service set out in the **service level agreement**.

service equipment means the equipment (other than any **purchased equipment**) and associated **materials** (including software forming part of the equipment) we provide to allow you to receive or use the **service**.

service level agreement means our service level agreement applying to the **service**.

service literature means any up-to-date specifications, brochure, user guide, instructions or other information that we publish in connection with the **service**.

service start date means the date the **service** starts, as explained in clause 1.3.

site means your site where we provide the **service** to you.

small business means a customer with no more than 10 employees.

SoHo & SME bundle means the bundle of services advertised as such by us and ordered from us using our SoHo & SME bundle order form.

special terms means any extra terms and conditions specific to the **service**.

survey means any survey or other investigations we believe we need to carry out at the **site**.

working day means 9am to 5.30pm Monday to Friday, except bank holidays and public holidays in the relevant part of the United Kingdom.

your apparatus means any apparatus (other than **service equipment**) used to receive or use the **service**, including **purchased equipment**, cabling, wiring and personal computers and any software incorporated in them.

1.5 In the **agreement**, any reference to:

1.5.1 'person' includes any person, partnership, firm, company, business, government, organisation, government agency, trust, association;

1.5.2 'you' includes your employees and agents, any person who takes over your business, and any person who we

reasonably believe is acting for you; and

1.5.3 'we' includes our employees and agents, any person acting for us, and any person who takes over our business.

1.6 In the **agreement**, general words introduced or followed by 'other', 'including' or 'in particular' do not have a restrictive meaning because examples are also used.

1.7 The headings of clauses are for convenience only and do not affect the meaning of the clauses.

1.8 Where these terms and conditions say that you must not do something, you must not allow any other person to do it either. You must do everything reasonably possible to prevent any other person doing it.

1.9 If you have bought a **SoHo & SME bundle**, these standard terms and conditions will apply to each service within the bundle as if each service had been bought separately.

1.10 If there are any inconsistencies between the documents making up the **agreement**, unless we state otherwise, the documents will take priority in the following order.

1.10.1 The **SoHo & SME bundle terms and conditions** (if you have bought a **SoHo & SME bundle**)

1.10.2 The **special terms**

1.10.3 These standard terms and conditions

1.10.4 The **service level agreement**

1.10.5 The **order form**

1.10.6 The **price guide**

1.10.7 The **data sheet**

2. Ordering the service

2.1 To order the **service** you must fill in our standard **order form** or give our sales representative (by phone or email) the information and permission needed to fill in the **order form** for you.

3. Period of the

agreement

- 3.1 The **agreement** will come into force when:
- 3.1.1 you and we have both signed the **order form**;
 - 3.1.2 we have sent you an email accepting an **order form** which you have signed and sent to us;
 - 3.1.3 we have emailed you an **order form** which one of our sales representatives has filled in, based on information you provided, and which you have not asked us to cancel or alter within 48 hours of us sending it to you;
 - 3.1.4 we have received an online order from you through our e-commerce website;
 - 3.1.5 you start using the **service**; or
 - 3.1.6 we make the **service** available to you;

whichever is earlier.

- 3.2 Unless you or we end the **agreement** early (in the way allowed under the **agreement**), it will stay in force for the **minimum period** (see clause 3.3 below) and then continue until you or we end it by giving the other at least 90 days' notice in writing. If you or we do not want the **agreement** to continue beyond the **minimum period**, written notice must be given at least 90 days before the end of the **minimum period**. If you are a **small business** and want to end the **agreement** for a **regulated service**, we will accept written notice from you or from a **gaining provider** on your behalf.

- 3.3 The **minimum period** is:
- 3.3.1 the period stated on the **order form** starting on the **service start date**; or
 - 3.3.2 if no period is set out on the **order form**, 12 months starting on the **service start date**.

If the **service** involves installing equipment at more than one site, the **minimum period** will start on the **service start date** of the last **site** equipment is

installed at, unless the **special terms** say otherwise.

4. Installing the service equipment and purchased equipment, and responsibility for it

- 4.1 We will only provide the **service** if:
- 4.1.1 our **survey** of the **site** is satisfactory;
 - 4.1.2 we have the access we need to the **site** (see clause 8);
 - 4.1.3 we are happy with the credit check we carry out (see clause 9.10); and
 - 4.1.4 we are satisfied with the identity checks we carry out (see clause 25.5).
- 4.2 If we ever reasonably believe that you are not meeting the requirements of clause 4.1, we may end the **agreement** (or any part of it) immediately by giving you written notice. We will not be liable for any consequences of doing this.
- 4.3 We will estimate our costs for installing and connecting the service (**installation costs**), and these will be set out in the **order form** or otherwise specified in writing. We may also carry out a **survey** of the **site** where we provide the **service**. If:
- 4.3.1 when we carry out a **survey** of the **site** our **survey** indicates that there will be extra costs (above the **installation costs**) for us to provide the **service**;
 - 4.3.2 when we are installing and connecting the **service**, we discover something which was not highlighted by the **survey**, and this results in there being extra costs (above the **installation costs**); or
 - 4.3.3 when we are installing and connecting the **service** you or the landlord of your **site** ask us to make a change to the **service**, and this results in

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there being extra costs (above the **installation costs**);

we will tell you.

In these circumstances we can, after giving you written notice, increase our charges by the amount of the extra costs. You will have the right to cancel the **agreement** by giving us at least 30 days' written notice. For the avoidance of doubt, no right to cancel under clause 20.2 shall arise in relation to any change to the charges under this clause 4.3. If you exercise this right to cancel, you will not have to pay a **cancellation charge** (see clause 9.17). If you do not exercise this right to cancel you must pay the increased charges.

- 4.4 We will use our reasonable efforts to install and connect the **service equipment**, and any **purchased equipment**, so that the **service** is available by the **customer promise date**. We may change the **customer promise date** as set out in clause 4.5. If the **service** is not available by the **customer promise date**, you may be entitled to claim **service credits** as set out in clause 10.

Any lead times specified in the **order form** (other than any **customer promise date**), **data sheet** or **service literature** are estimates only and are not binding on us.

- 4.5 We may change the **customer promise date** by the length of any delay resulting from:
- 4.5.1 your intentional actions, neglect or failure to meet your obligations under the **agreement**; or
- 4.5.2 any of the circumstances set out in clause 19;

or if we both agree in writing to change the **customer promise date**. Any change under this clause 4.5 will not give rise to a right for you to terminate under clause 20.2.

- 4.6 You must provide (at your own expense) appropriate space, power, ducting and environment for us to install and maintain the **service equipment** and **purchased equipment** at the **site**. You must make sure that you make any necessary preparations before the **service**

equipment and **purchased equipment** is connected, and you must follow any instructions we give you on making those preparations.

- 4.7 If you do not keep an agreed appointment for us to enter the **site** in connection with carrying out a **survey**, we may charge you a call-out fee.

- 4.8 If, on any agreed date, you fail to:

4.8.1 take delivery of, or allow us to install, the **service equipment** or **purchased equipment**; or

4.8.2 allow us to carry out work;

we may arrange storage for the **service equipment** or **purchased equipment** at your risk (meaning that we will not be liable for any loss or damage arising while the equipment is in storage). You will have to pay the reasonable costs of the storage.

We may also charge you a call-out fee and any reasonable costs arising as a result of your failure.

- 4.9 Unless we agree otherwise with you in writing, there must be a secure electricity supply available at the **site**, at the points and with the connections we specify, for installing, using and maintaining the **service equipment** and **purchased equipment**. If you would need the **service** to continue uninterrupted in a power failure, you must provide back-up power which meets the requirements of the relevant British standards. We will not be liable for faults arising in the **service**, **service equipment** or **purchased equipment** as a result of a power failure.

- 4.10 We will use our reasonable efforts to put the **service equipment** and **purchased equipment** where you want it, but our decision on where to put them will be final and binding.

- 4.11 The **service equipment** will remain our property at all times. You agree to make our ownership of the **service equipment** clear to all third parties. We will own the **purchased equipment** until you have paid us the full purchase price.

- 4.12 You will be responsible for all loss of or damage to the **service equipment** and **purchased equipment** at the **site** when they have been delivered. You must

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insure the **service equipment** against all relevant risks.

- 4.13 We may alter or replace the **service equipment** from time to time as long as the altered or replacement equipment does not have a significant negative effect on the **service**.
- 4.14 You are responsible for always making sure that the **service equipment** is kept safe and used properly at the **site**. Unless the loss or damage results just from our negligence, actions or failings, we will not have any liability for loss of or damage to the **service equipment** (including lightning or electrical damage) and you must indemnify (fully compensate) us for any such loss or damage. Things you must and must not do under this clause include, but are not limited to, the following.
- 4.14.1 You must not do the following.
- (a) Sell, let, transfer, dispose of, repair, service, tamper with, remove or interfere with the **service equipment**, use it as security for borrowing, or do anything else which would affect our rights over the **service equipment**.
 - (b) Add to, alter or in any way interfere with the **service equipment**, including connecting it to any equipment or device designed to divert electronic communications services to a different provider.
 - (c) Allow the **service equipment** to be repaired, serviced or otherwise attended to by any person other than our authorised representative.
 - (d) Anything which is likely to damage the **service equipment** or reduce its performance or operation.
 - (e) Remove, tamper with, change or mask any words or labels on the

service equipment or any part of it.

- 4.14.2 You must do the following.
- (a) Keep the **service equipment** at the **site** and not move it at any time.
 - (b) Protect, keep and use the **service equipment**:
 - (i) in line with any written instructions we may give you from time to time; or
 - (ii) if we do not give you such instructions, to the same standard as a reasonable owner of **service equipment** would keep it.
 - (c) In an emergency, take whatever steps as are reasonably necessary to protect the **service equipment**, and tell us about the emergency as soon as possible.
 - (d) Allow us to inspect, test and maintain the **service equipment** at all reasonable times and after giving you reasonable notice.
 - (e) Prevent any circumstance or thing which is likely to damage the **service equipment** or reduce its performance or operation.

4.15 You must immediately tell us of any loss of or damage to the **service equipment**. We will not have any liability for loss or damage arising as a result of you not keeping to clause 4.14.

4.16 Clauses 4.14 and 4.15 will also apply to the **purchased equipment** if breaking the clause in connection with **purchased equipment** would or could affect our ability to provide the **service** under the **agreement**.

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5. Accepting the service

- 5.1 After installing the **service equipment** and any **purchased equipment** we will carry out **acceptance tests** to make sure that the **service** is ready for use at the **site**. If the **service** is not ready for use, we will carry out any necessary work and repeat the **acceptance tests**.
- 5.2 You can ask for all **acceptance tests** to be carried out in the presence of your representative, as long as they are available at reasonable times, as specified by us. When the **acceptance tests** have been passed, we may ask you to sign a form confirming this. If your representative then does not sign the form within five **working days** of being asked to do so, the **service equipment** and **purchased equipment** will be considered to have been installed successfully from the date of the **acceptance tests**.

6. Your apparatus

- 6.1 If we agree to use any cabling or wiring already installed at the **site**, you must have full rights for the cabling or wiring to be used for the purpose of us providing the **service**, and you guarantee that it meets all relevant standards and any specifications we tell you.
- 6.2 We will not be liable for any loss or damage arising directly or indirectly from any use of **your apparatus** in connection with the **service**. You are entirely responsible for the security of **your apparatus**.
- 6.3 You are entirely responsible for:
- 6.3.1 the security of your information technology systems and network; and
 - 6.3.2 the accuracy, reliability and stability of stored information.

Before we install the **service equipment** and **purchased equipment** you must take all necessary steps to back up your information and data, and make sure it is secure. You must follow all our reasonable instructions on preparing **your apparatus** and the **site**. We will not be liable for any loss or damage arising from you failing to follow our instructions.

- 6.4 You are responsible for making sure that **your apparatus** is appropriately programmed, equipped, compatible and connected for use with the **service equipment**, in line with our reasonable instructions (if any) and any other instructions or procedures that apply to using **your apparatus** or the **service**. Unless we agree to help you (see clause 6.8), you are responsible for connecting **your apparatus** to our **communications network**.
- 6.5 Unless we agree otherwise in writing, we are not responsible for repairing and maintaining **your apparatus**.
- 6.6 You must make sure that **your apparatus** is in good working order and meets all standards, approvals and **laws** that apply. We may disconnect, or instruct you to disconnect, any of **your apparatus** if, in our reasonable opinion it:
- 6.6.1 does not meet any standard, approval or **law** that applies at the time;
 - 6.6.2 may cause injury to any person or significant damage to property; or
 - 6.6.3 may reduce the quality of any service we provide.
- 6.7 We will have no liability resulting from you not being able to use the **service** if this is due to:
- 6.7.1 **your apparatus** not being compatible with the **service equipment**, the **service**, our **communications network** or any third party's communications network; or
 - 6.7.2 **your apparatus** failing or breaking down.
- 6.8 If we agree to help you to prepare **your apparatus** or its connection to our **communications network**, you must pay our charges for our help, as set out in the **price guide** or agreed with you.

7. Phone numbers

- 7.1 Any phone numbers we allocate to you do not belong to you. You do not have any rights in the phone numbers. You must not try to register any of our phone numbers as a trademark, service mark or

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- web address, whether on its own or with some other words or trading style.
- 7.2 You are not entitled to sell or transfer any phone number allocated to you, except where allowed by **law**.
- 7.3 If necessary for operational or technical reasons, or in order to meet the requirements of any relevant authority, we can change or withdraw any phone number or code, or group of phone numbers or codes, allocated to you. We will not be liable for any costs, inconvenience or losses (including marketing and stationery costs) you suffer as a result of any such change or withdrawal. We will use our reasonable efforts to give you 30 days' notice of the change or withdrawal or, where this is not feasible due to regulatory or legal requirements, as much notice as is reasonably possible. You will not have a right to terminate the **agreement** under clause 21.3 where we make a change in accordance with this clause 7.3 other than in the event that we determine that the change is to your material detriment.
- 7.4 If we allocate you a number which falls within a range of numbers which Ofcom (or any other relevant authority) classifies as being for a particular type of service, you must make sure that any service you provide on that number is in line with its classification.
- 7.5 Where we provide you with phone lines and numbers, each number is associated with a particular **site**. Such phone numbers have a 'calling line identity' (CLI) identifying that site. The CLI is given to the emergency services so they can find the location of anyone who calls 999 or 112 emergency services from the line. If you move the phone number to another site, the CLI the emergency services get when anyone calls 999 or 112 from that number will be that of the original site and so the emergency services will not know the caller's correct location and may go to the wrong location. If you move the phone number, you must provide a phone facility with a CLI for the site the number has been moved to. We will not be responsible for any loss, damage or injury caused as a result of the phone number being moved from the original **site**.

8. Access to the site

- 8.1 In order to meet our obligations under the **agreement**, after giving you reasonable notice (except in an emergency, when we do not have to give notice), you must let us do the following.
- 8.1.1 Enter those parts of the **site**, your other premises or your land (as necessary) in connection with providing the **service**.
- 8.1.2 Carry out work in connection with installing, maintaining, adjusting, repairing, moving, replacing, renewing or removing the **service equipment** at or on the **site**, premises or land.
- 8.1.3 Install the **service equipment** and any other equipment that is reasonably necessary for the **service** or the work set out in clause 8.1.2.
- 8.2 You must, at your own expense, get or provide any permission or wayleave (written authority) we may need to exercise our rights under clause 8.1 or to enable us to provide the **service**. We will have no liability to you if you cannot get the necessary permission or wayleaves.
- 8.3 You must make sure that your employees and authorised representatives follow all our or a third party's reasonable instructions in connection with any permission and wayleaves given in line with this clause 8. We will have the same responsibility to make sure that our employees and authorised representatives follow all your or a third party's reasonable instructions in connection with any permission and wayleaves given in line with this clause 8.
- 8.4 Any person who allows us to enter the **site** or other premises or land, as referred to in clause 8.1, will be considered to have your authority to grant us entry.
- 8.5 You must not use the **site**, other premises or land in any way that would make it significantly more difficult or expensive for us to exercise any of the rights we have under clause 8.1.
- 8.6 When exercising any of our rights under clause 8.1 we will cause as little damage

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as reasonably possible and will make good any damage that we cause at the **site**.

- 8.7 You must provide a safe and suitable working environment for us at the **site**, other premises or land referred to in clause 8.1.
- 8.8 This clause 8 will apply for as long as necessary for us to exercise our rights to disconnect any **service equipment** and remove it from the **site**, other premises or land, even if the **agreement** has ended.
- 8.9 If the terms of any site-access agreement you have entered into with us or any of our **group companies** is inconsistent with clause 8.1, the terms of the site-access agreement will take priority.

9. Paying for the service

- 9.1 Charges for the **service** are as set out in the **price guide** or as otherwise agreed in writing (including in the **order form**). All payments you owe us under the agreement must be paid in full without you deducting or withholding any amount or setting any restriction or condition.
- 9.2 You must pay our charges by the method of payment set out in the relevant invoice or **order form**. If you make a payment by a different method, we may refuse to accept it or charge an extra administration fee. If we ask you to pay by direct debit and you pay by another method, we will charge you a fee as set out in the **order form** or the **price guide**.
- 9.3 As well as our right to increase charges or make new ones under clauses 4.3 and 11.5 we may also increase our charges at any time by giving you 30 days' written notice in advance. For **call charges**, we can give that notice by publishing the revised **call charges** on **our website** at least 30 days before the change will come into effect.
- 9.4 If we give you notice of increased or new charges as set out in clause 9.3 (but not for an increase under clause 4.3 or 11.5 or when we change our **price guide**), you can end the **agreement** in accordance with clause 20.2.
- 9.5 We may reduce charges at any time without giving you notice, and this would not give you the right to end the **agreement**.

9.6 Unless the relevant **special terms** or the **order form** states otherwise, or we have agreed otherwise in writing, we (or one of our **group companies**, acting on our behalf) will invoice charges on or after the dates set out below.

9.6.1 **Connection charges** or other one-off charges – the **service start date** for the relevant **site**

9.6.2 **Rental** or other recurring charges – the **service start date** and then monthly in advance (for the month ahead)

9.6.3 **Call charges** – monthly in arrears (for the previous month) from the **service start date**

9.7 Unless we have agreed otherwise in writing, you must pay us (or any of our **group companies** appointed by us) all charges within 30 days of the date of the relevant invoice.

9.8 Regardless of any other term or condition in the **agreement**, we may delay sending invoices, or bring forward the date we send invoices, to coincide with our billing cycles. The first and last invoice relating to the **service** may include charges due for more or less than one complete billing cycle depending on when the **service** starts or ends.

9.9 If you pay the charges by direct debit we may alter your direct debit instruction to reflect the charges for the **service** at that time. When the **agreement** ends, you will be responsible for cancelling any direct debit instruction or other payment arrangement. If you cancel any direct debit instructions in any circumstance other than when the **agreement** ends, you must tell us immediately. We may then suspend the **service** or end the **agreement** without giving notice.

9.10 We can carry out credit checks on you. We accept no liability for the accuracy of information we receive from credit-reference agencies. If, at any time before or during the term of the **agreement**, you do not meet the standard of creditworthiness we consider to be acceptable, we can:

9.10.1 immediately end all or part of the **agreement** by giving you written notice;

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- 9.10.2 require you to pay regular instalments towards future charges;
- 9.10.3 set limits on the charges you can owe us, and suspend the **service** from the time you reach the limits until you have paid the charges due; and
- 9.10.4 apply any other restrictions on your right to use the service, as we consider appropriate.
- 9.11 We can charge a deposit as security for amounts that will become due to us under the **agreement**. We may use the deposit to cover any overdue charges at any time. Any deposit will not earn interest. We will refund the deposit (or remaining part of it if we use it to pay overdue charges) when the **agreement** ends, as long as the **service equipment** (if any) is returned to us in good condition (except for fair wear and tear) and you have paid all amounts you owe us.
- 9.12 If you do not make a payment when it is due, we may, without affecting our other rights, charge you:
- 9.12.1 a late-payment administration fee; and
- 9.12.2 interest on the overdue amount, at 4% above Barclays Bank plc's base rate for lending, from the date the payment became due until the date it is paid in full, even if the **agreement** ends before then.
- 9.13 You must pay us all our costs and expenses (including legal costs) of collecting any overdue amounts. Our costs and expenses will continue to build up until you have paid us all amounts you owe us, even if the **agreement** ends before then.
- 9.14 All charges set out in the **agreement** do not include VAT or any other tax that applies. You must pay any such taxes we include in our invoice.
- 9.15 If at any time you do not meet any usage or take-up levels you have indicated to us (before the **agreement** started or during its term), we may, without affecting any other rights under the **agreement**, apply revised charges. Clauses 9.4, 20.1 or 20.3 will not apply to the revised charges.
- 9.16 If you ask us to delay the **service start date** or **customer promise date** for a **site**, or they are delayed because you have failed to meet your obligations under the **agreement**, you must pay any **connection charges** and **rental** that has been delayed as a direct result by the **customer promise date**, unless we have agreed otherwise with you in writing.
- 9.17 If you have to pay **cancellation charges** under clauses 4.3, 17.4, 17.6 and 21.2, they will be equal to the following.
- 9.17.1 For ending or cancelling the **service** after the relevant **service start date**:
- (a) all overdue charges for the **service** at the date the **service** is ended or cancelled; plus
 - (b) an amount equal to the **rental** for the **service** for the rest of the **minimum period**, less any **rental** you have already paid for that period; plus
 - (c) our reasonable costs of removing, storing and decommissioning **service equipment** or any other equipment (unless we agree otherwise); plus
 - (d) any other cancellation or termination charges referred to in the **special terms** for the **service**, the **price guide** or as otherwise agreed by you and us in writing.
- 9.17.2 For ending or cancelling the **service** before the relevant **service start date**:
- (a) the amount referred to in the **price guide** (or as otherwise agreed by you and us in writing), which varies depending on when the service is ended or cancelled; plus
 - (b) any amount we have to pay to a third party in connection with the **service**; and

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- (c) any other cancellation or termination charges referred to in the **special terms** for the **service**, the **price guide** or as otherwise agreed by you and us in writing.

- 9.18 **Call charges** will be based on your use of the **service**, as recorded by us (not your own records).
- 9.19 When we change the **service**, after you have asked us to, we aim to reflect the effect of the change in the next invoice we send you. If this is not possible, we will try to make sure the effect will be shown no later than the third invoice after the change. If you have any questions about your invoice, or think that it is wrong, we will try to correct any mistakes we find no later than the third invoice after you contact us.
- 9.20 If you ask us to carry out any work at a time which is not entirely during a **working day**, you must pay our charges for the work, calculated at our standard hourly rate at the time, as set out in the **price guide** or otherwise communicated to you.
- 9.21 If you ask us to carry out billing administration work (including changing how and when we invoice you and providing extra invoice details, reports or copies of bills) and we agree to your request, you must pay our charges for the work, as set out in the **price guide** or specified by us.
- 9.22 If, as part of the **service**, we provide you with an electronic invoice, we may charge you for providing a paper invoice, as set out in the **order form** or in the **price guide**.

10. Service levels

- 10.1 When providing the **service**, we will use the reasonable skill and care expected of a competent electronic communications service provider. However, it is practically impossible to provide the **service** entirely free of faults, and we do not guarantee to do so.
- 10.2 We will meet our obligations set out in the **service level agreement**. If we fail to meet those obligations we will be liable to you as set out in the **service level agreement** but not otherwise. If we fail to

meet any service levels set out in the **service level agreement**, you may be entitled to claim **service credits**. These would be calculated in the way set out in the **service level agreement**. **Service credits**, if any, are your only financial remedy if we fail to meet service levels.

- 10.3 **Service credits** will not be available to you if our failure to meet any service levels is a result of:

- 10.3.1 us suspending or ending the **agreement** under clause 11.4, 16 or 17;
- 10.3.2 any circumstances beyond our control, as described in clause 19; or
- 10.3.3 anything you have done, or have failed to do properly.

11. Using the service

- 11.1 You must not re-sell the **service** or **service equipment** or any part of them without our permission in writing.
- 11.2 You must only use the **service** and **service equipment** in line with:
- 11.2.1 any conditions and instructions we give you in writing from time to time; and
 - 11.2.2 any relevant **laws**.
- 11.3 You must not use the **service**:
- 11.3.1 to send or receive any communications if doing so would be an offence under section 127(a) of the Communications Act 2003;
 - 11.3.2 in any way that goes against our acceptable use policy as specified in the **special terms**;
 - 11.3.3 to infringe (break, limit or undermine) the legal rights of any person (including copyright and rights of privacy or confidentiality); or
 - 11.3.4 in any way that breaks the **law**.
- 11.4 If you break clauses 11.1, 11.2 or 11.3, we may immediately suspend the **service** or end the **agreement** once we have told you that we will do this. You must indemnify us against any liabilities,

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- claims, damages, losses and proceedings arising out of or in connection with any use of the **service** that breaks the **law** or this clause 11.
- 11.5 You must not change the settings of the **service equipment** or use the **service** in excess of any capacity or other restriction under the **agreement** or otherwise agreed in writing. If you break this clause 11.5, we may, without affecting our other rights, increase the charges as we reasonably think fit. Clause 9.4 will not apply to such an increase in charges.
- 11.6 We may give you a password (which may be a code, PIN number, user ID, account number, smart card or other security device), to allow you to use the **service**. You must keep the password safe and confidential, and tell us immediately if anyone else finds it out. You must not copy or try to copy any smart card or other security device. We can change the password without giving you notice. If we think you have broken this clause 11.6, we can cancel the password or end the **agreement** (or both).
- 11.7 We may (but do not have to) agree to any request you make to alter a password. You may need to pay a charge for this.
- 11.8 If you need to open an account with us in connection with the **service**, you must complete the registration process by giving us complete and accurate information we ask for at any time.
- 11.9 You are responsible for the use of the **service** (whether by you or by any other person, even without your permission), including all charges that arise and any use that breaks the **agreement**.
- 11.10 If you are a **small business** (as defined in clause 1.4), you must tell us in the **order form**. If you become a **small business** during the period of the **agreement**, you must tell us this in writing, as set out in clause 22.1. We need to know this information so we can provide **regulated services** in line with the relevant **general conditions**.

12. Intellectual property rights

- 12.1 If, as a result of any service we provide to you, we or any of our employees or agents create any **materials**, we will own all legal and beneficial rights to them.

This includes **intellectual property rights**. If we provide **materials** to help you use the **service**, we will grant you a non-exclusive licence to use the **materials** for that purpose only. You cannot transfer the licence.

- 12.2 **Intellectual property rights** in all software (in whatever form) we provide you with in connection with the **service** or **service equipment** will remain our property, or the property of the person who has granted us a licence for that software (our licensor). We will grant you a non-exclusive licence to use the **service** or **service equipment** and for no other purpose. You cannot transfer the licence.

You agree to keep to our licensor's terms and conditions relating to your use of the software.

- 12.3 You must:

- 12.3.1 treat the **materials** described in clause 12.1 and software referred to in clause 12.2 as confidential information, as defined in clause 23;
- 12.3.2 keep to clause 23 in connection with any **materials** and software; and
- 12.3.3 when the **agreement** ends, for whatever reason, immediately return all copies of the **materials** and software to us and delete any copies from any computer, word processor or other storage device you have control over.

- 12.4 You must not:

- 12.4.1 reproduce the software, except for archiving or back-up purposes (and in those circumstances you must make sure that each copy contains all of the original software's proprietary notices);
- 12.4.2 adapt, modify, translate, reverse engineer, decompile, alter or otherwise tamper or interfere with the software (except where the **law** allows this); or
- 12.4.3 create work derived from or based on any of the software

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- or any document accompanying it.
- 12.5 Except where clause 12.7 below applies, we will indemnify you against any damages (including costs) awarded against you or agreed to be paid to a third party in connection with any claim or action against you as a result of the **service** infringing the **intellectual property rights** of a third party (an intellectual property rights claim against you), as long as you do the following.
- 12.5.1 Give us notice of any such claim or action as soon as possible after you become aware of it (and in any event no later than seven days after becoming aware of it).
- 12.5.2 Give us, and only us, authority to defend the claim or action, and at no time admit liability or otherwise try to settle the claim or action (unless we have given you written instructions to do so).
- 12.5.3 Follow our reasonable instructions and give us any help we may reasonably need with the defence, including completing and filing court papers and providing relevant documents.
- 12.6 We will refund reasonable costs you have to pay in order to keep to clause 12.5.
- 12.7 We will have no liability to you in connection with an intellectual property rights claim against you if it has resulted from:
- 12.7.1 your negligence or misconduct;
- 12.7.2 you failing to meet any of your obligations under the **agreement**;
- 12.7.3 you combining, operating or using the **service** or the **service equipment** with services, content, designs, specifications, software, devices or equipment we have not supplied or authorised;
- 12.7.4 you using the **service** or the **service equipment** for a purpose other than that which
- the **service** or the **service equipment** were provided for;
- 12.7.5 any alteration or adjustment to the **service** or the **service equipment** if the alteration or adjustment was not made or authorised by us; or
- 12.7.6 you breaking the **law**.
- 12.8 If there is an intellectual property rights claim against you, we will be entitled, at our own expense, to:
- 12.8.1 gain the right for you to continue using the **service**; or
- 12.8.2 alter or adjust the **service** so it no longer infringes the third party's **intellectual property rights**, as long as the alteration or adjustment does not significantly reduce the effectiveness or performance of the **service**; or
- 12.8.3 replace the **service** or particular services with substitutes that do not infringe the third party's **intellectual property rights**, as long as the substitutes do not significantly reduce the effectiveness or performance of the **service**.
- 12.9 If we reasonably believe that we cannot exercise any of the options set out in clause 12.8, we will be entitled to end the **agreement** by giving you 30 days' notice in writing.
- 12.10 You must indemnify us against any damages (including costs) awarded against us or which we agree to pay in connection with any claim or action against us as a result of the **service** infringing the **intellectual property rights** of a third party (an intellectual property rights claim against us) if that claim or action arose from:
- 12.10.1 work we carried out in line with instructions or specifications you gave us; or
- 12.10.2 you connecting or using your own apparatus (except **purchased equipment**) with the **service**.
- 12.11 We will contact you within seven days of us becoming aware of an intellectual

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property rights claim against us which you are liable for under clause 12.10, and we will:

- 12.11.1 not admit anything relating to the intellectual property rights claim against us;
- 12.11.2 allow you to conduct or settle all negotiations and proceedings, as long as you provide us with reasonable security for all associated costs and damages; and
- 12.11.3 give you all reasonable help in handling the intellectual property rights claim against us.

12.12 You must refund reasonable costs we have to pay in order to keep to clause 12.11.

12.13 The **service** may involve software, services, technical information, training materials or other technical data which the United States of America Export Control Regulations, or the **laws** or regulations of another country, apply to. You must not download or export the software, or any underlying information or technology except in keeping with all United States **laws** and other **laws** that apply.

13. Preventing bribery

13.1 You and we must not pay, offer, promise to pay or authorise the payment of any money or other advantage which breaks anti-corruption **laws**, including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any **laws** intended to bring into force the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Also, you and we must not take any action that would cause either of us to break anti-corruption **laws**.

14. Maintenance

14.1 We are responsible for repairing and maintaining our **communications network**, the **service equipment** and the **service**, and will provide a facility for your authorised staff to report faults. When you report a fault we will use our reasonable efforts to restore the **service**.

14.2 We can charge, and you must pay, a service fee (at our charging rates at that time) if any repair or maintenance work is needed because of:

- 14.2.1 you misusing, neglecting or damaging the **service equipment, purchased equipment** or the **service**;
- 14.2.2 a power failure;
- 14.2.3 you accidentally or intentionally disconnecting the **service equipment, purchased equipment** or the **service**;
- 14.2.4 you failing to keep to any part of the **agreement**; or
- 14.2.5 a fault in, or other problem associated with, your own equipment or any electronic communications system not run by us.

14.3 If you do not allow us to attend the **site** on any agreed date to repair or maintain the **service equipment** or the **service**, we may charge you a call-out fee.

15. Limits of liability

15.1 Nothing in the **agreement** will limit or exclude your or our liability for:

- 15.1.1 fraud or fraudulent misrepresentation;
- 15.1.2 death or personal injury resulting from your or our own negligence (as defined in section 1 of the Unfair Contract Terms Act 1977);
- 15.1.3 not meeting the requirements of section 12 of the Sale of Goods Act 1979; or
- 15.1.4 matters which cannot, by **law**, be restricted or excluded.

15.2 Except where the **agreement** states otherwise, all warranties, guarantees, assurances, conditions, undertakings and terms (whether expressed or implied) relating to the **service, service equipment** or **purchased equipment** (including any software used in them), are excluded to the fullest extent allowed by **law**. Where we are allowed to do so, we will pass on to you any

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- manufacturer's warranty for the **purchased equipment**.
- 15.3 Except as set out in clauses 15.4 and 15.5, we accept liability for direct physical damage to your property and the **site** only if the damage arises solely and directly from our negligence or the negligence of our employees, agents or contractors acting in the course of their employment.
- 15.4 Except in connection with indemnifying us for any amounts under clauses 4.14, 11.4 or 12.10, and except where clause 15.1 applies, during any agreement year (the 12-month period starting on the date of the **agreement** and each anniversary of it) your or our total liability to the other (except for your liability to pay our charges), whatever the type of claim (including in respect of contract, negligence or otherwise), for that agreement year will be limited to:
- 15.4.1 125% of the total charges you have paid us during that agreement year; or
- 15.4.2 £100,000;
- whichever is more.
- 15.5 Despite the above, you and we will not have any liability (except under clause 15.1 and except for your liability to pay our charges) arising out of or in connection with the **agreement**, for the following. Any direct or indirect loss of or damage to:
- (i) business, production, working time, data or expected savings; or
 - (ii) goodwill, opportunity or contracts; or
 - (iii) revenue; or
 - (iv) profits;
- whether or not that loss or damage could have been anticipated.
- 15.5.2 Any direct or indirect loss or damage arising from:
- (i) data being destroyed or corrupted; or
 - (ii) business interruption; or
 - (iii) increased staff time; or
 - (iv) wasted expense; or
 - (v) liability to third parties;
- whether or not that loss or damage could have been anticipated.
- 15.5.3 Any indirect, special or consequential loss or damage, whether or not that loss or damage could have been anticipated.
- 15.6 If a number of claims give rise to what is essentially the same loss, they will be considered together as only one claim under the **agreement**.
- 15.7 Unless the relevant **special terms** state otherwise, clauses 15.1 to 15.7 set out your and our entire liability to the other in connection with the **agreement**.
- 15.8 You agree that the limits of our liability under the **agreement** are reasonable.
- 15.9 This clause 15 will stay in force after the **agreement** ends for any reason.
- ## 16. Suspending the service
- 16.1 We can suspend all or part of the **service**:
- 16.1.1 if you fail to make any payment to us when it becomes due;
 - 16.1.2 if we have good reason to suspect that you may have committed, or may be committing, any fraud against us;
 - 16.1.3 if you have broken the **agreement**; or
 - 16.1.4 in any circumstance where we are entitled to end the **agreement**.
- 16.2 In an emergency, we can suspend all or part of the **service** in order to provide or protect a service to a hospital or other emergency organisation or essential service.
- 16.3 We can temporarily suspend all or part of the **service** in order to:

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- 16.3.1 change the technical specification of the **service**;
- 16.3.2 carry out repairs, maintenance work or improvements; or
- 16.3.3 prevent injury to people or damage to property.
- 16.4 We can suspend all or part of the **service**, or take any other action we reasonably believe is necessary, to keep to any instructions issued by the Government, a regulatory authority, an emergency service or other relevant authority.
- 16.5 Except in an emergency or where we suspect you have committed or may be committing fraud against us, if we are going to suspend all or part of the **service** we will give you as much notice as is reasonably possible. You will have no claim against us for suspending all or part of the **service** under clauses 16.1 to 16.4. If we exercise our right to suspend all or part of the **service**, this will not affect our right to end the **agreement**.
- 16.6 If we suspend all or part of the **service** because you have failed to make any payment due to us, you will continue to be liable for (and must continue to pay) our charges during the period of the suspension. You must also refund our reasonable costs and expenses involved in suspending the **service** and all overdue amounts you owe us under the **agreement**.
- If we agree to start providing the **service** again, you must pay our reasonable charges of doing so, and any reasonable deposit we ask for.
- 17.1.3 You have:
- (i) had a liquidator, administrative receiver, administrator, receiver, bankruptcy trustee or similar officer appointed over all or some of your assets or business (other than for the purposes of a genuine amalgamation, reorganisation or reconstruction);
 - (ii) entered into an arrangement with your creditors; or
 - (iii) become unable to pay your debts, as described in section 123 of the Insolvency Act 1986.
- 17.1.4 Any licence, permission or other approval you or we need to connect to our **communications network** or provide the **service** has ended, been withdrawn, been restricted or has stopped being valid, and has not been immediately replaced by a new licence, permission or approval giving you or us the necessary rights.
- 17.1.5 The details you gave us to enable us to provide the **service** were significantly wrong or incomplete.
- 17.1.6 You have broken or may be breaking, or we reasonably believe that you have broken or may be breaking, any **law** in connection with the **service**.
- 17.1.7 You have committed or may be committing, or we reasonably believe that you have committed or may be committing, any fraud against us.
- ## 17. Ending the agreement
- 17.1 Without affecting any other rights we have to end the **agreement** (whether set out in other parts of this **agreement** or otherwise), we may end the **agreement** immediately, by giving you written notice, if any of the following has happened.
- 17.1.1 You have failed to meet a material obligation (a significant requirement) of the **agreement** and the matter cannot be put right.
- 17.1.2 You have failed to meet a material obligation of the **agreement** and the matter

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- 17.1.8 All or part of any contract between us and another provider of telecommunications services ends and this affects the provision of the **service**.
- 17.2 You may end the **agreement** immediately, by giving us written notice, if any of the following have happened.
- 17.2.1 We have failed to meet a material obligation of the **agreement** and the matter cannot be put right.
- 17.2.2 We have failed to meet a material obligation of the **agreement** and the matter could have been put right but we failed to do so within 30 days of you instructing us to.
- 17.2.3 We have:
- (i) had a liquidator, administrative receiver, administrator or receiver appointed over all or some of our assets or business (other than for the purposes of a genuine amalgamation, reorganisation or reconstruction);
 - (ii) entered into an arrangement with our creditors; or
 - (iii) become unable to pay our debts, as described in section 123 of the Insolvency Act 1986.
- 17.3 If you end the **agreement** under clause 17.2 you must send written notice of this to us at the address set out in clause 22.1.
- 17.4 Despite clause 3.2, you can end the **agreement** before the end of the **minimum period**, for any reason, by giving us written notice. If you do this you must pay our **cancellation charges** as set out in clause 9.17. If you are not a **small business** and you want to end the **agreement** for a **regulated service**, you must call us on 0800 9530180 (or any other number we specify from time to time) before or shortly after you give us written notice so we can confirm the cancellation charges and all amounts you owe us. If you are a **small business** and want to end the **agreement** for a **regulated service** you do not need to call us as we will provide this information to you in writing.
- 17.5 When the **agreement** ends, any licence we have granted you will also end immediately. You must immediately stop using the **service** and pay us all amounts you owe us in connection with the **service**.
- 17.6 If we end the **agreement** because you have not met your obligations under it, you must pay our **cancellation charges** in line with clause 9.17. We will send you an invoice when the **agreement** ends, and you must pay that invoice in line with clause 9.7. We do not have to refund any charges you have paid in advance.
- 17.7 When the **agreement** ends you must allow us to remove the **service equipment**. If you cause a delay in us removing the **service equipment**, we can continue to charge you until such removal is completed, and you must pay those charges and any extra costs and expenses arising as a result of the delay.
- 17.8 The right to end the **agreement** will not affect any rights, obligations or liabilities that arose before the **agreement** ended.
- ## 18. Assignment and subcontracting
- 18.1 You must not assign (transfer), delegate or otherwise pass on any or all of your rights or obligations under the **agreement** without our permission in writing, which we will not unreasonably refuse to give.
- 18.2 We may subcontract our obligations under the **agreement**. This will not release us from our obligations under the **agreement**, and we will still be responsible for making sure the obligations are met.
- 18.3 Except where clause 18.4 applies, if you give us written permission (which you must not refuse to give, or delay in giving, without good reason), we may transfer or otherwise dispose of any or all of our

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- rights and obligations under the **agreement**.
- 18.4 We do not need your written permission to transfer or otherwise dispose of any or all of our rights and obligations under the **agreement** to:
- 18.4.1 any member of our **group companies** at the time; or
- 18.4.2 any person buying all or substantially all of our business which the **agreement** relates to.
- 18.5 When asked, you must fill in and sign all necessary paperwork to complete the transfers in clauses 18.3 and 18.4.

19. Events outside your or our control

- 19.1 You or we will not be liable to the other for any failure or delay in meeting the obligations under the **agreement** (other than paying any amounts owed) if this is due to any circumstance outside your or our reasonable control. If the circumstance beyond your or our control continues for more than three months, you or we may end the **agreement**, without any additional liability, by giving the other notice in writing.
- Circumstances beyond your or our control include extreme weather conditions, power failures, natural disaster, fire, subsidence, epidemic, strike or labour disturbance, the actions (or failure to act) of local, regional or central government, highways authorities or other official authorities, legal or regulatory restrictions, terrorism, war or civil disturbance, and a third party's delay in supplying, or failure to supply, any service, equipment or **purchased equipment** (where their actions or failures resulted from circumstances beyond their reasonable control).

20. Changing the agreement or service

- 20.1 Except where clauses 20.3 to 20.7 apply, or as otherwise specified in the **agreement**, any change to the **agreement** must be agreed in writing by you and us.

- 20.2 Despite clause 20.1, we can change the **agreement** (other than in relation to charges which are governed by clauses 9.3 and 9.4) by giving you at least 30 days' written notice.

- 20.3 Subject to the exceptions at clause 20.4 and clause 20.5, you shall be entitled to terminate the **agreement** without paying **cancellation charges** (subject to clause 20.8) if we:

20.3.1 increase the charges under this **agreement** or in respect of any usage-based charges, the rate at which we charge you under this **agreement**, other than where such increase arises in accordance with clause 4.3 or any other clause of this **agreement** which permits us to make changes to the charges;

20.3.2 make any changes to the **agreement**, the **service**, the **purchased equipment** or the **service equipment** (other than those permitted under the terms of this agreement including but not limited to those set out at clause 20.4 and 20.5) which we believe are not exclusively to your benefit,

provided that you give us notice in writing of your intention to terminate the **agreement** within 30 days of the date that notice of the change is given to you by us and such notice from you must be given in accordance with the instructions set out in our notification of the change in accordance with clause 20.2.

If you cancel the **agreement** under this clause 20.3, the **agreement** will terminate on the earlier of: (i) 30 days after your notice is deemed delivered in accordance with this clause 20.3 and clause 22; (ii) the day before the date on which the change comes into effect or, where this is not feasible due to the timing of your notice, as soon as reasonably possible after that date; or (iii) a date agreed in writing between you and us.

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- 20.4 Your right to cancel the **agreement** without paying **cancellation charges** under clause 20.3 shall not apply if:
- 20.4.1 we make any changes to the **agreement** (including any changes to the **service**, the **charges**, the **purchased equipment** or the **service equipment**) that we believe are exclusively to your benefit;
- 20.4.2 we make any changes to the **agreement** (including any changes to the **service**, the **charges**, the **purchased equipment** or the **service equipment**) that are made for the following reasons:
- (a) the change is purely administrative and has no negative effect on you including but not limited to any change to our contact details, registered office or non-contractual processes for example contacting us to speak to account managers, raising faults or disputes, or any other process change which we may make from time to time;
 - (b) there is a change in **law** or any rule of a regulatory body, listing authority or governing body that applies to us and/or the **agreement**, the **service**, **purchased equipment** or **service equipment** that we provide;
 - (c) we have a legal or regulatory obligation to pass on cost increases and/or changes to the **agreement**, the **service**, **purchased equipment** or **service equipment**, for example where the service charge for calling 084, 087, 09 and 118 numbers increases;
- 20.4.3 the **agreement**, charges, the **service**, **purchased**

equipment or **service equipment** change for the following reasons:

- (d) changes are made to the **service**, **purchased equipment** or **service equipment** or the network over which such **services** are provided where such **service**, **purchased equipment** or **service equipment** is variable including but not limited to:
 - (i) changes to the features or functionality of the **service**, **purchased equipment**, or **service equipment**, including but not limited to the functionality and features of any software provided under the **service**;
 - (ii) changes to operational or administrative elements of any **service** including but not limited to changes to the hours during which you can contact us, changes to or removal of individual communication channels through which you can contact us, changes to any portal, platform or similar tool that we use or make available to you for communicating with us and administering the **services** (including changes to any billing platform that we use from time to time) and any other changes in relation to the processes

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- through which we deliver the **services**;
- (iii) any changes to our network which reflect the overall variability of the network including but not limited to any routine maintenance updates and upgrades;
 - (iv) the replacement of any software, **services, purchased equipment** or **service equipment** which is no longer supported by the manufacturer or which we otherwise determine to be end-of-life with software, services or equipment of an overall equivalent specification or standard;
 - (v) changes to the **services, purchased equipment** or **service equipment** where there is a minimum technical requirement for equipment, services or software which you must maintain in order to make use of the **services, purchased equipment** or **service equipment** (including but not limited to a requirement to have a 2G or 3G service where this is withdrawn) and the **services, purchased equipment** or **service equipment** are changed because you no longer meet the minimum technical requirements specified by us from time to time and you either do not implement any changes to your equipment, services or software required to meet the minimum technical requirement or, where such equipment, services or software are supplied by us, where you do not agree to accept new or updated equipment, services or software from us which would meet the minimum technical requirement;
- (e) changes to international call rates or roaming services or charges that are directly linked to increases in wholesale rates or technological changes notified to us by other providers, including but not limited to the withdrawal of 2G or 3G services. Any changes to the **service, the purchased equipment, service equipment** or the charges under this clause 20.4.2(b) will be notified to you and will not be made more frequently than once per month;
 - (f) changes to third party charges or costs which are passed on to us by a third party which relate to or affect the **agreement, the service, purchased equipment** or **service equipment**;
 - (g) where we have provided general product or service descriptions in relation to the **services, the purchased equipment** or **service**

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equipment such descriptions are indicative guidance only and we may substitute the **services**, the **purchased equipment** or **service equipment** for services or equipment of an overall equivalent standard even if the exact features and functionality may differ;

- (h) where we believe that the change is necessary for technical or security reasons;
- (i) changes to charges or other costs to us which are based on the cost of providing the **services** the **purchased equipment** or **service equipment** to you or carrying out the relevant tasks to provide the **services**, only to the extent that any change is directly attributable to a change in the cost to us;
- (j) notwithstanding clause 4.6, where we have expressly agreed to provide power or other utilities as part of the **services** to install and maintain the **equipment** or **purchased equipment** at any **site**, and there is any increase to the price payable to a third party (excluding any **group company**) for such power or other utilities;

provided that we will notify you of any changes under this clause 20.4.2 in accordance with clause 22. If we believe that a change under this clause 20.4.2 is likely to materially disadvantage you, we will notify you of your right to terminate this **agreement** in accordance with clause 20.3 and you may terminate the **agreement** without paying

cancellation charges subject to clause 20.8.

We may notify you of any change made for the reasons set out in this clause 20.4 in accordance with clause 20.2. If you decide to cancel the **agreement** due to a change made for the reasons set out in this clause 20.4, you may still be required to pay **cancellation charges**.

20.5 Subject to clause 20.4, if the change to the **agreement** which is referred to in clause 20.3 relates:

20.5.1 only to an **add-on service** that you have already signed up to, and you decide to terminate the **agreement** due to the change in the **add-on service**, you may still be required to pay **cancellation charges** for terminating the **services** other than the **add-on service** early (as you already have the right to end the **add-on service** at any time). We will confirm any such applicable **cancellation charges** to you;

20.5.2 only to an **ancillary service** that you have not already signed up to, you will not have the right to terminate the **agreement** without paying a **cancellation charge**; or

20.5.3 only to an **ancillary service** that you have already signed up to, and we believe that the changes are not exclusively to your benefit, we will notify you of this and inform you of your right to terminate the affected **ancillary service** and the **agreement** without paying a **cancellation charge** subject to clause 20.8.

20.6 If you have entered into other agreements with us, you may in certain circumstances be able to terminate those agreements where you terminate this **agreement** in accordance with clause 20.3. For the avoidance of doubt, changes to this **agreement** will not give rise to a right to terminate any other **agreement** which is not linked to this **agreement** and we will notify you in accordance with the terms of the relevant agreement if you have a right to cancel

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- any other agreement as a result of the termination of this **agreement**.
- 20.7 Where any part of the **service, purchased equipment** or **service equipment** is supplied by a third party and is subject to that third party's terms and conditions, we are not responsible for any changes by that third party to the third party's services, charges or terms and conditions or for notifying you of those changes as such changes are outside our control and we may not be aware of them. You will not have a right to cancel this **agreement** without paying a **cancellation charge** as a result of those changes.
- 20.8 Termination of the **agreement** in accordance with clause 20.3 will not affect your requirement to pay the charges relating to the **agreement** incurred prior to the date of termination, but, in this event, subject to clause 20.4, you shall not be liable for any **cancellation charges** in respect of the **agreement**. Notwithstanding the provisions of this clause 20, where you terminate the **agreement** in accordance with clause 20.3, you will be obliged to pay any outstanding or overdue charges and; (i) where the **agreement** includes **purchased equipment**, the charges in respect of the cost of **purchased equipment**; and (ii) where the **agreement** includes any volume-, value- or time- based or other incentives which you have received the benefit of prior to termination, including but not limited to any equipment fund or transformation fund, a payment equivalent to the proportion of the incentive that you have had the benefit of relating to the period between termination of the **agreement** and the end of the **minimum period**, or the proportion of the incentive which you have had the benefit of prior to the date it should have vested in accordance with the applicable terms for that incentive, where such incentive has been partly or fully used. We shall confirm any such applicable charges to you following receipt of your notice to terminate.
- 20.9 If you ask us to:
- 20.9.1 change the **service** (including moving, adding or swapping a service); or
- 20.9.2 provide services at a different site;

and we agree to your request, you must do everything we need you to do for us to make the change. You must also pay us our charges that apply at the time for the change. You may have to pay the charges before we make the change.

We may, without giving you notice, amend our charges to reflect the change, and clause 9.4 will not apply to the amendment.

If you ask us to make a change in accordance with this clause 20.9, you will not have a right to end the **agreement** under clause 20.3.

- 20.10 Nothing written in the **order form** (particularly in the section headed 'COVID-19 special terms' within in the section headed 'notes and comments') will change any of these standard terms and conditions or any **special terms**.
- 20.11 For the avoidance of doubt, where the **service, purchased equipment** or **service equipment** is not provided in accordance with the agreed standards set out in the **agreement** this shall not be regarded as a change to the contractual terms of the **agreement** or a change to the **service** but as a breach of the **agreement** or **service level agreement** by us (as the case may be), in which case the remedies set out in clause 10 and clause 17 shall apply and you shall have no right to terminate in accordance with clause 20.3.

21. Cancelling part of the service

- 21.1 You are entitled at any time to cancel part of the **service**, including cancelling a circuit or **service** to a **site**, by giving us 90 days' notice in writing. You must send this notice to us at the address set out in clause 22.1, or to our cease team's email address or web portal address that we give you in writing.

If you are a **small business** and want to cancel part of a **regulated service**, we will accept notice from you or from a **gaining provider** acting on your behalf.

For us to deal with your request efficiently you may need to give us information in a form. Our ceases team will then send you confirmation of the cancellation and relevant details, including any

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- cancellation charges** that you must pay us.
- 21.2 If you cancel part of the **service** after the **agreement** comes into force (as set out in clause 3.1) but before the **minimum period ends**, you must pay us the **cancellation charges** relating to the cancelled part of the **service**, as set out in clause 9.17. We will send you an invoice on or following the cancellation and you must pay the invoice as set out in clause 9.7.
- 21.3 If you want to cancel part of the **service** after the end of the **minimum period**, you must give us 90 days' notice in writing (unless the **special terms** say otherwise) and pay all charges due under the **agreement** in connection with the cancelled part of the **service** during the 90-day notice period.

22. Written notices

Unless the **special terms** say otherwise, the following will apply.

- 22.1 Any written notice you send us must be delivered by hand or sent by post to:
- Head of Customer Services
Virgin Media Business
Business Customer Services
Communications House
1 Chippingham Street
Sheffield
S9 3SE
- or any other address we give you in writing.
- 22.2 Any written notice we send you will be:
- 22.2.1 delivered by hand or posted to your billing address shown on the **order form** or to your registered office;
- 22.2.2 faxed to your fax number shown on the **order form** or given to us in writing;
- 22.2.3 emailed to your email address shown on the **order form** or given to us in writing; or
- 22.2.4 sent by text message to your mobile phone number shown on the **order form** or given to us in writing.
- 22.3 If you are a **small business**, any written notice we send you about providing or

cancelling a **regulated service** will be emailed to the email address that is set out in the **order form** or that you gave us in writing, unless you ask us in writing to give you notice in one of the other ways set out in clause 22.2.

- 22.4 Written notice delivered by hand will be considered to have been received on that day.

Written notice sent by post will be considered to have been received three days after the date it was posted.

Written notice sent by fax will be considered to have been received when it is sent, as long as the sender receives a transmission report confirming that the fax has been sent correctly.

Written notice sent by email will be considered to have been received on the **working day** it is first stored in the email inbox of the person the notice was emailed to.

Written notice sent by text message will be considered to have been received on the **working day** the notice is first stored in the message inbox of the person the notice was texted to.

- 22.5 If you send us written notice to end the **agreement** or cancel any part of the **service** you must make sure that you keep a copy of the notice and proof of delivery.

23. Confidentiality

- 23.1 When you or we provide confidential information (information which you or we mark as confidential or which is clearly confidential) to the other, the person receiving the confidential information (the receiver) gives the person providing the confidential information (the provider) the following assurances.
- 23.1.1 The receiver will keep confidential information the provider gives in discussions leading to the **agreement**, and then in connection with the **agreement**, private.
- 23.1.2 The receiver can give the provider's confidential information, to the extent necessary and in strict confidence, to their employees, agents and

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- subcontractors involved in providing or using the **service**, as the case may be. The receiver will not release all or some of the provider's confidential information to any other person without the provider's permission in writing.
- 23.1.3 The receiver will only use the provider's confidential information in connection with providing or using the **service**, as the case may be, and not for their own benefit or the benefit of anyone else.
- 23.2 You must not reveal the terms of the **agreement** to any third party, or make any announcements about its contents, without our permission in writing. We may tell others that you are a customer of ours and issue agreed press releases, promotional material and case studies in line with clause 25.13, but we will not otherwise reveal the terms of the **agreement** to any third party without your permission in writing.
- 23.3 The confidentiality obligations in clauses 23.1 and 23.2 will not apply if any court, government or regulator requires the receiver to reveal the confidential information (but only to the extent required by **law**). Unless the **law** does not allow this, the receiver will give the provider written notice, as soon as reasonably possible, about their confidential information being released.
- 23.4 The confidentiality obligations in clauses 23.1 and 23.2 will not extend to confidential information which:
- 23.4.1 became available to the public in a way other than through the receiver's negligence or failure to meet an obligation under this **agreement**;
- 23.4.2 the receiver already knew before the provider gave it them; or
- 23.4.3 was given by a third party who did not receive it in confidence.
- 23.5 Clause 23 will stay in force after the **agreement** or any part of it ends.

24. Data protection

- 24.1 This clause will apply to the extent that we **process personal data** on your behalf in the course of providing the **equipment** or **service** under this **agreement**.
- 24.2 You will be the **data controller** of the **personal data** that is provided to us for **processing** under this **agreement** and we will act as a **data processor** on your behalf.
- 24.3 Under this **agreement**, you will be responsible for:
- 24.3.1 complying with all **data protection legislation** in respect of your use of our services, your **processing** of the **personal data** and any **processing** instructions you give us.
- 24.3.2 ensuring you have the right to collect, provide access to or transfer the **personal data** to us for **processing** under this **agreement**.
- 24.3.3 ensuring that you will not disclose (or permit any **data subject** to disclose) any special categories of data to us for **processing**.
- 24.4 We will **process** the **personal data** to the extent necessary to provide you with the **equipment** or **service** and in accordance with your reasonable instructions (including the reasonable instructions of any users accessing the **service** on your behalf) as set out in the **agreement** or otherwise in writing, and in doing so we will comply with the **data protection legislation**.
- 24.5 We will ensure that any of our personnel authorised to **process** the **personal data** will be subject to a duty of confidentiality.
- 24.6 We will take the following security measures:
- 24.6.1 implement appropriate technical and organisational measures to protect the **personal data** from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (a **data breach**).

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- 24.6.2 Upon becoming aware of a data breach, we will notify you without undue delay. We will make reasonable efforts to identify the cause of the **data breach** and to take such steps as we deem necessary and reasonable to mitigate the effects of such **data breach**, to the extent that such steps are within our reasonable control.
- 24.6.3 We will make reasonable efforts to provide such information as you may reasonably require to enable you to fulfil any **data breach** reporting obligations under the **GDPR**.
- 24.7 You agree that we may engage our **group companies** and third party sub-processors (collectively **sub-processors**) to **process personal data** on our behalf, provided that:
- 24.7.1 We maintain an up-to-date list of **sub-processors** which will be available on request.
- 24.7.2 We impose on such **sub-processors** data protection terms that require them to protect the **personal data** to the standard required by **data protection legislation**.
- 24.7.3 We remain liable for any breach of the **data protection legislation** caused by our **sub-processor** when **processing personal data** under this **agreement**.
- 24.8 We will not **process** or otherwise transfer any **personal data** outside the European Economic Area or to any international organisations unless we have appropriate assurances from that third party that the **personal data** will only be **processed** in compliance with **data protection legislation** (which will be satisfied and evidenced by us entering into a contract with that third party which contains the **model contract clauses**).
- 24.9 Taking into account the nature of the **processing** and information available to us, we will provide reasonable assistance to you to allow you to comply with your obligations in relation to: (i) security measures; (ii) notifying **data breaches**; and data privacy assessments.
- We will be entitled to recover our reasonable costs of providing such assistance to you.
- 24.10 We will make available to you all information reasonably requested by you in writing to demonstrate our compliance with the obligations set out in this clause 24, and we will contribute to audits, including inspections, to verify compliance with such obligations conducted by you or an independent third party auditor acting under your direction. Such audits or inspections may take place no more than once per calendar year and will be at your cost. You will give us not less than 30 days' prior written notice of any such audit or inspection, and such audit or inspection will be carried out during our normal working hours with minimal disruption to our business.
- 24.11 Upon expiry or termination of this **agreement**, we will, at your request, delete or return to you the **personal data processed** under this **agreement**, unless storage is required by law.

25. Marketing and your information

- 25.1 When you ask for our services, we will check the following records about you, your **group companies** and your business partners.
- 25.1.1 Our own records.
- 25.1.2 Personal and business records at credit-reference agencies. When credit-reference agencies receive a search from us they will note this on your business credit file, and this may be seen by other companies. The credit-reference agencies will give us both public records (including the electoral register) and shared credit and fraud-prevention information.
- 25.1.3 Records held by fraud-prevention agencies.
- 25.1.4 If you are a director, we will get confirmation from credit-

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- reference agencies that the residential address you have given us is the same as that shown on the restricted register of directors' usual addresses at Companies House.
- 25.2 We will make checks such as assessing your application for the **service** and confirming identities to prevent and detect crime and money laundering. We may also make occasional searches with credit-reference agencies and fraud-prevention agencies to manage your account with us.
- 25.3 We will send credit-reference agencies information you give us, including information on your business and its owners. The credit-reference agencies will record the information and may create a record of the name and address of your business and its owners (if there is not one already).
- We will give credit-reference agencies details of your account with us and how you manage it.
- 25.4 If you do not pay amounts you owe us, in full and on time, credit-reference agencies will record the debt. Credit-reference agencies and fraud-prevention agencies may supply this information to other organisations so they can carry out checks, trace where you are and recover debts that you owe. Such records stay on file for six years after the relevant account is closed, whether or not you have cleared the debt. If you do not make payments that you owe us, we will trace you to recover the debt.
- 25.5 We will carry out a search to check your identity. This involves checking the details you give us against those held on databases which credit-reference agencies and fraud-prevention agencies have access to, including the electoral register. A record of this search will be kept, and other companies may use it to help them check your identity. We may also pass information to financial institutions and other organisations involved in preventing fraud, to protect us and our customers from theft and fraud.
- 25.6 If you give us false or inaccurate information and we suspect or identify fraud, we will record this and may pass this information to fraud-prevention agencies and other organisations involved in investigating crime and preventing fraud. We and organisations from other countries can see and use, in other countries, the information recorded by fraud-prevention agencies.
- 25.7 We may monitor and record our telephone conversations with you in order to maintain the quality of our customer services and for training purposes.
- 25.8 We can pass on information that describes the habits, usage patterns and characteristics of all or groups of our customers (including you). However, the information is anonymous and does not describe or reveal the identity of any particular customer.
- 25.9 Unless you have ticked the relevant boxes on the **order form**, or you have told us otherwise in writing, we may:
- 25.9.1 use your information to send you information about other products or services we or our **group companies** has available; and
- 25.9.2 provide your information to third parties so they can give you information about their products or services.
- 25.10 You authorise us to give your name and other contact details to the emergency services. Unless you tell us in writing that you withdraw that authorisation, we will also be authorised to provide those details to other communications operators and providers of directories. We will have no liability for any publication made by the emergency services or communications operators.
- 25.11 For the purpose of providing the **service** under the **agreement** you give us permission to use your personal information, together with other information from you, for the purposes of:
- 25.11.1 providing you with the **service**, service information and updates;
- 25.11.2 administration;
- 25.11.3 credit scoring;
- 25.11.4 carrying out identity checks;
- 25.11.5 preventing fraud;

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- 25.11.6 monitoring and improving customer services;
- 25.11.7 training;
- 25.11.8 tracking and assessing the use of our services (which includes processing call, usage, billing and interactive information); and
- 25.11.9 giving you access to corresponding services (for example, access to our cloud service through your business broadband service).

for as long as we need to for these specified purposes, which may be after the **agreement** ends.

Occasionally, we may use third parties to process your personal information in the ways set out above. These third parties can only use the information in line with our instructions.

- 25.12 We may use any information you provide for the purposes set out in this clause 25, for other purposes you give permission for, or for any other purpose required by **law**. We can pass your information to any of our **group companies**, debt-collection agencies, credit-reference agencies, credit- or fraud-monitoring schemes, security agencies or credit providers. We can also provide such information to other providers of electronic-communications services.
- 25.13 Unless you have ticked the relevant box on the **order form**, or you have told us otherwise in writing, you agree to be involved in any press release, promotional material or case studies relating to the **agreement** which we reasonably request.

26. Test or trial services and promotional offers

- 26.1 We may from time to time provide test services, trial services or promotional offers to some or all of our customers. Any separate terms and conditions we specify will apply to those services and offers. Unless those separate terms and conditions state otherwise, we will not have any liability under the **agreement** in connection with test or trial services or

promotional offers. The terms and conditions of any test or trial services or promotional offers may require a change to the **agreement**. In this case, by accepting the services or offer you will be considered to have accepted the change to the **agreement**. Unless the terms and conditions of a test or trial service or promotional offer state otherwise, we may withdraw or change the service or offer for some or all of our customers at any time and without giving notice.

27. Entire agreement

- 27.1 The **agreement** between you and us, together with any document referred to in it, is the whole agreement between you and us and replaces any previous drafts, agreements, and arrangements relating to the **service**.
- 27.2 You and we agree that neither of us has been encouraged to enter into the **agreement** by any representation or promise other than those contained in the **agreement**, and cannot take any action in respect of any other representation or promise, except in the case of fraud or a representation or promise that is central to the **agreement**. (However, clauses 15.4 and 15.5 will apply to any representation or promise that is central to the **agreement**.)

28. Miscellaneous

- 28.1 Except where the **agreement** states otherwise, the rights and remedies under the **agreement** are in addition to, and do not overrule, any other legal rights and remedies.
- 28.2 If we do not exercise, or delay in exercising, any right or remedy we have under the **agreement**, this does not mean we have given up that right, and so we may exercise it in the future.
- 28.3 If we exercise all or part of any right we have under the **agreement**, this will not prevent us from exercising that or any other right in the future.
- 28.4 If any court or other relevant authority finds that any part of the **agreement** is illegal or cannot be enforced, this will not affect the rest of the **agreement**. In these circumstances, you and we will discuss the affected part of the **agreement** to find a substitute that, as far as possible,

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results in the same economic effects and is legally binding.

- 28.5 If any part of the **agreement** is intended to stay in force after the **agreement** ends, that part will stay in force after the **agreement** ends for any reason.
- 28.6 Unless there are any relevant restrictions in the **agreement**, at any time after the date of this **agreement**, you or we may ask the other to complete any necessary paperwork, and take any action reasonably necessary, for the purpose of giving you or us (as appropriate) the full benefit of your or our rights under the **agreement**. The one asking for the paperwork to be completed, or action carried out, will pay the reasonable costs that result from completing the paperwork or carrying out the action.
- 28.7 Nothing in the **agreement** forms a partnership between you and us, or makes you an agent of ours (or vice versa).
- 28.8 You and we agree that the **agreement** cannot be enforced by anyone (other than you and us) under the Contracts (Rights of Third Parties) Act 1999 or any amendment to it.

29. Settling disputes

- 29.1 If there is a dispute between you and us in connection with the **agreement**, and you and we cannot settle the dispute between ourselves within 30 days of giving the other notice of the dispute, you or we may refer the dispute for arbitration, or to the courts of England, in line with clause 30.
- 29.2 While the procedure set out in this clause 29 is being followed, and during any legal proceedings which may be ongoing or pending, you and we will both continue to meet our obligations under the **agreement**, but nothing in this clause prevents you or us from ending the **agreement** in line with these standard terms and conditions or any **special terms** that apply.
- 29.3 Nothing in this clause 29 prevents you or us from applying to a court for equitable relief (a range of remedies that a court has the power to grant) if damages alone would not be an adequate remedy for breaking the **agreement**.

30. Governing law and arbitration

- 30.1 The **agreement** and any obligations arising from or connected with it will be governed by, and interpreted according to, English **law**.
- 30.2 Any dispute arising under the **agreement** which does not involve:
- 30.2.1 a complicated issue of **law**; or
 - 30.2.2 an amount of more than £5,000;
- may be referred to arbitration or other appropriate method of dispute resolution.
- 30.3 If any legal action or proceedings arise in connection with the **agreement** (whether arising out of contractual or non-contractual obligations), you and we accept that only the English courts have the power to decide on such action or proceedings.
- 30.4 We are fully committed to dealing with all complaints, fully and fairly, and within a reasonable time. If you'd like to find out how we deal with complaints, please see Our Complaint Resolution Code of Practice. This is in the 'Code of Practice' section on **our website** at www.virginmediabusiness.co.uk, or you can phone our Customer Services team using the contact details on **our website** to ask us for a copy.

Thank you

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