

# Cable Broadband Services

## Your Speed Performance Explained

In the table below, we set out our speed performance data. In particular we set out the estimated normally available and minimum download and upload speeds to the router we supply to you.

Measurement period: from 1<sup>st</sup> July 2020 to 30<sup>th</sup> September 2020

Speed Performance Data	100Mb Essential Business	Voom Fibre Option 1	Voom Fibre Option 2	Voom Fibre Option 3	VOOM 500	Notes
Advertised download speed	Up to 100Mbps	Up to 350Mbps	Up to 350Mbps	Up to 350Mbps	Up to 500Mbps	
Advertised upload speed	Up to 10Mbps	Up to 7Mbps	Up to 15Mbps	Up to 20Mbps	Up to 35Mbps	
Normally available download speed	108-112Mbps	362-383Mbps	362-383Mbps	362-383Mbps	516-548Mbps	This is the range of speeds observed by monitoring our network during peak network usage times (8pm to 10pm daily)
Normally available upload speed	10Mbps*	7Mbps*	15Mbps*	20-21Mbps	36-37Mbps	7Mbps, 10Mbps and 15Mbps do not have performance data available at this time. These are expected speeds based on sampling data from 5Mbps and 20Mbps upload speeds.
Minimum guaranteed download speed	50Mbps	175Mbps	175Mbps	175Mbps	250Mbps	This is an estimate, but if your speeds fall below this estimate, you may have the right to exit your contract. See below.
Minimum upload speed	5Mbps	4Mbps	8Mbps	10Mbps	17.5Mbps	This is an estimate only.
Maximum download speed (quiet period maximum)	112Mbps	384Mbps	384Mbps	384Mbps	549Mbps	This is the speed observed by monitoring our network during the quietest time. (2am to 6am daily)
Maximum upload speed (quiet period maximum)	10Mbps*	7Mbps*	15Mbps*	21Mbps	37Mbps	This is the speed observed by monitoring our network during the quietest time. (2am to 6am daily)

## Advertised Speeds

Our business broadband speeds are advertised as “up to” which means that whilst you should normally expect to receive the speeds as advertised, the actual speed you experience will be influenced by a number of factors and as a result it is possible that the speed you receive may be reduced.

## Normally Available Speed Range

This is the range of speeds observed by monitoring our network during peak network usage times (8pm to 10pm daily). We estimate that this is the download and upload speed you can expect at peak times to the router we supply to you (“[Router](#)”).

You can find more information about how we calculate our speed range [here](#).

## Factors that can affect your Broadband Speeds

The actual speed you experience may be lower than estimated. This is due to a number of factors that may not be within our control and include many in-premises factors which can contribute to lower speeds, such as your use of WiFi, the equipment you use and your internal wiring. Other factors that can affect speeds include the number of users online and accessing a particular website e.g. at any one time, or by time of day.

As an example, a WiFi connection is unlikely to deliver the full download speed of our Voom Fibre services. You should locate your WiFi access point as close to your devices as possible, avoid placing it on the floor, in amongst electrical items or shutting it away in a cabinet. These will only weaken the signal and impact coverage and speeds. Similarly walls between your WiFi access point and your devices can impact coverage and speeds. There is more useful information on our website.

Traffic management is not enforced on business broadband connections but to protect bandwidths and speeds we operate a fair use policy which is detailed within our Acceptable Use Policy and can be viewed on our [website](#).

## Minimum Guaranteed Download Speed and Right to Exit – the Legal Bit

### Minimum Guaranteed Download Speed:

Our minimum guaranteed download speed (“**Minimum Guaranteed Download Speed**”) only applies to: (a) new customers that purchase new broadband services (consisting of our Essential Broadband or Voom Fibre products or their successors) (a “**Qualifying Service**”) from us on or after 1 March 2019, or (b) existing customers that purchase a new Qualifying Service, upgrade an existing Qualifying Service to a new tier of Qualifying Service for a new minimum contract term or renew their existing Qualifying Service for a new minimum contract term, in each case, on or after 1 March 2019. The Minimum Guaranteed Download Speed shall not apply to any other customer, product or service (including but not limited to leased lines, dedicated internet access, high capacity services or mobile products).

The Minimum Guaranteed Download Speed shall be 50% of the advertised download speed of the relevant Qualifying Service on the date that your order was accepted by us. This may vary from time to time and you shall be advised of the Minimum Guaranteed Download Speed that will apply to your order at the point of sale. The Minimum Guaranteed Download Speed is determined by us by measuring the download speed delivered to the Router. Many factors may affect the download speed actually achieved by a device connected beyond the Router (as set out above) and we shall not be liable to you for any failure to achieve the Minimum Guaranteed Download Speed beyond the Router.

The Minimum Guaranteed Download Speed shall not apply if: (a) there is an outage to the Qualifying Service; (b) there is disruption to the Qualifying Service as a result of planned maintenance to the Qualifying Service and we have notified you of such maintenance in advance; or (c) if any disruption to the Qualifying Service, or failure to achieve the Minimum Guaranteed Download Speed, is caused by you (whether directly or indirectly).

You must keep your Router plugged in, switched on and set to enable us to obtain speed information from it, which will help us to diagnose any problems.

## What are my remedies?

If you notice a problem with the download speed to your Router, you should [report this to us](#) as soon as possible.

If you notify us of a potential problem and we are unable to resolve the issue on the call with you, we shall monitor the download speed achieved at your Router, beginning on the day after the problem is first reported. We will notify you of the results of our download speed tests as soon as possible after the test period has finished.

If our tests show that the actual download speed you received during the test period fell below the Minimum Guaranteed Download Speed at any time on 3 consecutive days (whether continuously or intermittently during each day), we will confirm that there is a speed fault ("**Speed Fault**") on your Qualifying Service. If the tests do not show there was a Speed Fault during the test period, we shall have no further liability to you.

We will attempt to rectify any Speed Fault within 30 days of the date you first reported the problem to us (the "**Fix Period**"). We may extend or delay the Fix Period by a reasonable amount of time by giving you notice in writing if there is a delay in fixing the Speed Fault caused by circumstances beyond our reasonable control (including but not limited to circumstances where you cancel engineer visits or miss appointments, or other exceptional circumstances beyond our control which lead to a technical inability to resolve the speed problem).

If we are not able to resolve the Speed Fault within the Fix Period, **you may have the right to end your agreement for Applicable Services without paying any early cancellation fees.** "**Applicable Services**" means: (1) affected Qualifying Services plus any standard voice and broadband products purchased at the same time as part of the same bundle; and (2) affected Qualifying Services and their dependent services such as voice over IP (VOIP) we may provide to you and which are dependent upon the affected Qualifying Services. We will notify you in writing if we have been unable to resolve the Speed Fault at the end of the Fix Period and shall inform you if you are eligible to cancel your agreement for the Applicable Services and explain your options.

If you elect to: (a) cancel your agreement for the Applicable Services within 30 days from the date of our letter to you setting out your right to cancel ("**Cancellation Period**"), (b) exercise any other option we may notify you of; or (c) continue using the Applicable Services after the expiry of the Cancellation Period, notwithstanding the Speed Fault, then this shall be your only remedy in respect of the Speed Fault and we shall have no further liability to you. You shall not be entitled to receive any other compensation for any losses suffered or caused by the Speed Fault.

## Ofcom's Voluntary Code of Practice for Better Broadband Speed Information

This code of practice commenced on 1<sup>st</sup> March 2019. Virgin Media Business has signed up to this code, under which we commit to provide you with transparent, realistic information about the speed you are likely to achieve when you contract with us for broadband services, the factors that may affect your speed and a right to end your agreement without paying early cancellation fees if your speed falls below a Minimum Guaranteed Download Speed for 3 successive days or more and we fail to fix this within 30 days of you reporting the problem to us.

You can find a copy of the voluntary code [here](#).

You can find a copy of Ofcom's customer guide to the Residential and Business Codes on the Ofcom website [here](#).

## Further Information

You can find more information about our services on our website [here](#).

You can find more information about broadband speed and the Business Code on our website [here](#).

### Calculation of the Normally Available Speed Range\*

SamKnows provides the measurement solution that allows Virgin Media Business to demonstrate their compliance with Ofcom's Voluntary Code of Practice for Better Broadband Speed Information. Each Router has the SamKnows measurement agent integrated inside it. Subsets of these Routers are configured to run download and upload speed tests during peak hours (12-2pm for business services). Each speed test uses three concurrent TCP connections and measures speed to a cluster of test servers located in a major London datacentre, external to Virgin Media's network. The sample of Routers is no fewer than 3 lines per Virgin Media Business product, across at least 250 of our local aggregation hubs (CMTS). Virgin Media utilise SamKnows' analytics platform, SamKnows One, to calculate the Minimum Guaranteed Download Speed (which must be 50% of the advertised speed for Virgin Media Business broadband customers), the normally available speed range, the maximum quiet-hour speed and the obtained sample size for each Virgin Media Business product.

\* For an interim period until sufficient Virgin Media Business sampling data becomes available, Virgin Media Business performance data is derived from representative data from Virgin Media's consumer products measured during our network's peak hours (8-10pm). Because sampling for consumer products takes place during our network's busiest time of day, it is likely that the speed range estimate you can expect at peak hours for business services (12-2pm) will be the same as or higher than the speed range estimate set out above.



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