

VMB CODE OF PRACTICE

December 2019



BUSINESS

Virgin Media Business Code of Practice

We always try to give you the best service possible. That's why we've put together this Code of Practice as a starting point to give you answers to any questions you may have. It lets you know where you can get more information and advice.

This Code of Practice covers our standard procedures. It doesn't affect your statutory rights and won't form part of any contract between you, our customer, and us. A copy of this Code is available on our [website](#) or you can call our Business Customer Services team on 0800 052 0800 and ask for a copy. This includes alternative formats for people with sight impairment.

If you do find any inconsistencies between what is written in this Code of Practice and any contract you have with us, we'll naturally stick by the details of the contract because they're legally binding. If you have any questions about our contractual obligations to you (and yours to us) take a look at our Business Terms and Conditions for the particular type of service(s) we are providing. If you want any more information about the written contract, Business Customer Services or your account manager will be happy to help. It's only fair to let you know that we do not accept liability for any such advice and that, where appropriate, you might want to seek independent legal advice. However, we can't cover the costs of that advice.

In addition to this Code, we always work to comply with the principles outlined in relevant regulations and laws set both in the UK and Europe. We're committed to providing full and accurate information in plain language about how our services are run, what they cost and how they should perform.

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1. Virgin Media Business: Who we are

Virgin Media Business is our trading name. In this Code of Practice, “we” means Virgin Media Business Limited and/or any member of the Virgin Media group of companies that provides business services. Virgin Media Business provides internet, data and telephone services to more than 50,000 UK businesses. We also partner with the public sector: with local councils and thousands of schools to improve connectivity in communities and support learning, and with the emergency services to enable them to perform their life-saving skills efficiently.

Virgin Media is part of Liberty Global, one of the world’s leading converged video, broadband and communications companies. Liberty Global connects 11 million customers through operations in six European countries subscribing to 25 million TV, broadband internet and telephony services. It also serves 6 million mobile subscribers and offers WiFi service through millions of access points across its footprint. You can find full details of our services on our [website](#).

2. Virgin Media Business: We’re all about you

Our service starts with what you need – not what we have to sell. So what can you expect from us? Not only a national next generation network but also people with expertise who share a passion to help you improve and transform the way you work – delivering the fastest widely available broadband speeds and tailor-made services.

For more information or to discuss how we can help your organisation further, please contact our Customer Services team.

3. Contacting us: How to get in touch

There are a number of ways to get in touch with us, and we will be happy to answer your questions and explain our services to you.

Business Customer Services (phone/web)

Freephone: 0800 052 0800

Online: <https://www.virginmediabusiness.co.uk/help/s/contactus-form>

Normal opening hours are 0800hrs to 1800hrs, Monday to Friday.

Business Customer Services (post)

Communications House
1 Chippingham Street
Sheffield S9 3SE

Fault Management Centre

Faults can be reported on the number listed below, 24 hours a day, seven days a week. Please call us free on 0800 052 0800.

Customer enquiries

The sales team will get back to you quickly and efficiently if you ask about our services. We might want to arrange a meeting to talk about what you need, or give you the information you've asked for. If an appointment needs to change, we'll call you and sort out an alternative that suits you.

Our sales staff

They're always professional and want to help you get the most cost-effective solutions for your business. We don't ever want to mis-sell our products or services, and that means we will always ensure that we provide accurate information and will never:

- Give false or misleading information when selling to a customer
- Use any kind of unacceptable behaviour to get a sale or a customer to switch from another provider
- Use types of cashback schemes that make it difficult for customers to claim cash they're owed

Where we sell Virgin Media Business services through a reseller, we also make sure they behave in the same honest and appropriate way.

Small businesses (of up to 10 employees or equivalent) are also entitled to be provided with key information before a contract is agreed to make sure they are making the right choice for them. This may vary between products; however you will be told how to contact us, the key charges for the service (including monthly charges where applicable), termination rights and any cooling off period where relevant.

Full details of the minimum information provided for business phone lines and broadband services which are provided over the Openreach network are contained within an Ofcom Regulation known as General Condition C7. See the full condition [here](#). Ofcom General Condition C8 sets out the minimum information to be provided for mobile services and can be seen [here](#).

4. Deposits: Ways of securing your service

Sometimes, it can work best for both of us if you pay a deposit to secure your service. That's why we automatically run a credit status assessment and, if it's needed, a financial check on your business when you order a service. Depending on your credit status, we'll then suggest the best conditions for working together. If we agree on a deposit as the best way forward, we'll hold it for six months or until we're both comfortable about your good payment history but, unfortunately, we can't pay interest on refunded deposits.

5. Fraud and security: Protecting each other

Fraud and criminal activity is a reality that your business and ours alike have to face so we need to spell out exactly who is responsible for what. It is up to you to look after your own equipment and, if there is any fraud or crime, we're not bound by any contract made between you and any other person. That's especially the case with the way any private branch exchanges or switching technology may be configured.

Having said that, we're happy to give you as much information as we can about fraud or crime prevention and detection. Like to talk about it? Contact our Fraud & Revenue Assurance team at investigations@virginmedia.co.uk. For the benefit of all our customers, we're committed to being good

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corporate citizens and part of that commitment is always prosecuting fraud or other criminal activity aimed at our network, products and services.

If you know about individuals involved in this type of criminal activity, please contact investigations@virginmedia.co.uk, or dial the Compliance Line on 0800 097 0025 / access code 54234. The Compliance line can be called anonymously.

6. Useful information

Who to contact

If you'd like to order our products and services like telephony, data or internet solutions or if you'd just like a bit more information, please call our Customer Services team free on 0800 052 0800 (entering your PIN when prompted if you have been allocated one) or contact your account or service manager. We always try to deal with your order or request over the phone to save you time. If a meeting is needed, an account manager will arrange one at a time that's convenient for you.

Your contract with us

You'll usually have three separate documents as part of your contract with us:

- The order form
- Our Standard Terms and Conditions (which covers all our products and services)
- Our Special Terms (which covers a particular service)

Sometimes, you might need extra paperwork as part of your contract. Your account manager will leave a copy of the completed order form and relevant Terms and Conditions for you. If you mislay your forms or require additional copies, it's not a problem, just contact the Customer Services team who will be happy to help with further copies for you. If you need any documentation in special format due to a disability or impairment, just let us know.

Installation

If you order a service and we have full access to your premises (and, where we need it, to any adjoining premises or land,) we'll contact you to arrange a convenient date for installing the service. If we need to carry out a survey or extra building work, we'll get our Delivery Team to coordinate a suitable date and time that our surveyor can attend. We should make it clear that we're not legally liable for any failure to meet this provisional date. If installation can't be made on the agreed date, we'll contact you as soon as possible to arrange an alternative.

Wayleave

Before we install any of our services, we might need written permission from the owner or person in charge of the premises and any land or premises next to them. This could be you or a third party, like your landlord or their managing agent. It could hold us up if this permission isn't available, and can delay installation of your service.

Telephone numbers

All telephone numbers are provisionally allocated before installation. Your number may change upon installation, so it's a good idea NOT to print stationery etc. until your number has been confirmed after installation. Unfortunately, we can't give you any rights to the number(s) allocated for any services we provide. But, we'll try our best to help you with any requirements for particular numbers.

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If you request to move your number to another supplier (number porting), we will provide this in accordance with the rules set out by Ofcom and industry agreed practice. You can generally keep your existing number if you're moving to us from another supplier and you're in a Virgin Media Business area.

7. Fixing problems: Who does what

If there's ever a problem with the service we provide for you, the first step to fixing it is a call to our Fault Management Centre on 0800 052 0800 (entering your PIN when prompted if you have been allocated one). Faults can be reported 24 hours a day, seven days a week.

Our equipment and network

It's down to us to look after the network and any associated equipment we supply to your premises, up to the network termination point.

Your equipment

We're not responsible for the compatibility of or repair to any of your equipment connected to our network. If there is a fault with a piece of your equipment like a phone handset or personal computer, you should contact the supplier or organisation you purchased the equipment from and they will be able to help you. We don't want you to face unnecessary charges, so we'd suggest checking who is responsible for any fault before you call us out. If one of our team turns up and finds the fault is on your equipment, you might have to pay for their time.

For details of our service, call-out charges and when they are applied, or to report a fault, please contact our Fault Management Centre. If any damage is caused to our equipment or network through carelessness, we might ask you to pay for it. If the fault is on our network or on equipment that we've supplied, we will of course repair, adjust or replace the system equipment to keep your service working as you want it. Your account manager can give you all the details about our target response and fix times, just give them a call.

8. Customer Service Guarantee Scheme: What's covered

This covers directly connected analogue and digital telephony services and data products. Your contract and Service Level Agreement may include a service credit should the resolution exceed the specified Service Level. Where this isn't the case and you find you've been without your full service for 24 hours or more continuously after you've reported a problem to the Fault Management Centre, you can use the Customer Service Guarantee Scheme.

This lets you claim free service rental for the next calendar month for the line/ circuit where the fault occurred. The most you can claim in any one month is one month's service rental.

9. The money side of things: Our charges and payment terms

Charges

Unless your contract says otherwise, our charges are all laid out in our pricing sheets (and tariff guides for call costs), available from the [Customer Services team](#).

Price increases

We will let you know of any price increases. Your contract includes what we've agreed with you on notice and the circumstances in which you can end your contract with us.

When to pay

The due date shown on the invoice shows when payment must be made. This is 30 days after the date of the invoice, unless your contract says differently.

How to pay

There's a wide choice of convenient ways to pay your invoice. Direct debit makes great sense. It's quick and easy to set up, you've got the reassurance of knowing that payment has been automatically made and you also have complete control, with the freedom to cancel the instruction to your bank at any time. Just phone the Customer Services team and we'll take care of the rest. Alternatively, you can set up payment by BACS.

Details of alternative payment methods can be found on the back of your invoice. We offer a range of itemisation options; please contact the Customer Services team to get the option that suits you best. If you have any questions about your invoice, please contact the Customer Services team as soon as possible so that we can quickly help with any questions you may have.

We try to deal with general enquiries within two working days. It may take a bit longer to deal with questions regarding usage charges on your itemised statement, so we hope to deal with these enquiries within ten working days.

Disconnection for non-payment

If you do not pay your invoice on time, we'll provide you with an appropriate reminder to pay, including information on what would happen if we don't receive payment by a clear date. If we do not receive your payment by the due date shown on the reminder, we may take action including restriction or disconnection of the services we provide you. After that, we can get you up and running again as soon as we receive your reconnection fee.

We really want to avoid that sort of situation. So if you're having problems paying your invoice, please get in touch as quickly as possible and we can talk about the best way to sort things out. We're understanding and considerate, but we need to know about the situation before we can help.

10. Changing your service: Service variation

We try to be as flexible as possible in the service we provide. If you'd like to upgrade or change your services, the first step is contacting your account manager or the Customer Services team. They'll let you know about the cost and availability of the additional service you're interested in.

As well as any relevant changes referred to in your contract, you might need to pay an administration charge when you're changing services. Revised charges for your new services generally start from the date the change takes place. If a change in services means a big increase in your level of business with us, it might make sense for us to carry out additional financial checks.

If you move premises

If you move premises and you want us to provide services to your new location, we'd like to have at least 45 days written notice. You should also know that you'll need to pay an administration charge for this move. Please contact your account manager for more information. We'll try our best to move your services but can't guarantee being able to do so. Any agreement to move services depends on getting any necessary wayleaves and carrying out any necessary surveys, both of which may have an impact on our ability to provide service.

Where we can't move your services, your contract will still continue until proper termination or expiry of your minimum term. Please check your contract for your minimum term, any notice periods that must be given and any early termination charges that may be payable on cancellation.

Cancellation

Your contract states a minimum duration, usually referred to as the Minimum Period. If you cancel your services during this period, you'll need to give formal notice – please refer to your contract for details of how to submit this. You are liable to continue to pay the relevant charges until the expiry date.

11. Directory listings and services: What you need to know

When you ask us to provide phone services, we'll need the following details from you:

- Whether you would like your telephone number to be published in a telephone directory and, if so, the information you want to have printed with your number
- Whether you would like your number to be available through directory enquiries
- Whether you would like to stop your number appearing on the phone set of the person you are calling (Calling Line Identification Restriction)

Please ask our Customer Services team for more information.

We'd like to make it clear that we can't be held responsible for any details that have been incorrectly set up by any other Directory Service provider. You can access both National and International Directory Enquiry services at standard published charges. You can also access our services by dialling 118180 for UK directory enquiries and/or 118190 for international directory enquiries.

12. Confidentiality: Respecting your privacy

We won't give out your information to anyone except yourself or someone you've authorised. The only exception is where we have to do so by law, for instance through a court order. Any information we provide is always in line with current UK legislation. For more information, please see [our privacy policy](#).

13. Complaints: If you have an issue

We try to improve our service all the time. So we'd like to know about any problems you have with us. Please contact our Customer Services team as soon as possible; you'll find that they're helpful, understanding and will try to sort things out quickly. In fact, we set ourselves a target of dealing with the vast majority of customer problems within five working days. If we need to carry out a more in-depth investigation, it could take longer to get things right. We will, of course, let you know about the progress we're making at all times.

We will do our best to help you whatever your complaint or question. If it is an area that we are not responsible for, we will find out who you need to contact whenever we can. We have included some useful addresses at the end of this Code of Practice. We also have a separate Business Complaint Resolution Code of Practice that you can access [here](#).

14. Independent Adjudication of Complaints: Making sure you're fairly treated

If you're a small business (10 employees or less) and we've not reached an agreed settlement within eight weeks of receiving your complaint, or we agree in writing before the eight weeks is up that the disagreement should be settled by independent adjudication, you can refer your complaint for independent consideration to CISAS (the Communications and Internet Services Adjudication Scheme).

This service is absolutely free of charge. CISAS will take evidence from both you and us, and will make an independent decision based on the merits of the case.

This scheme only applies to telecoms services (telephony and internet access). Contact details for CISAS are as follows:

CISAS

70 Fleet Street
London EC4Y 1EU

Phone: 020 7520 3814
E-mail: cisas@cedr.com
Website: <https://www.cedr.com/consumer/cisas/>

You can get more help and advice from your local Citizens Advice Bureau, but you should be aware that this is not part of the formal complaint process.

15. Compliance: We're above board

We are authorised to provide communication services, and do so pursuant to relevant legislation including the Communications Act 2003.

16. Additional information

Nuisance calls

Nobody wants the hassle and upset of nuisance phone calls or spam texts. If it's a problem for you, we're on your side. We'll give you all the advice we can and let you know about some simple procedures that could stop it happening.

The Telephone Preference Service (TPS) allows you to register your number to prevent unsolicited marketing calls being made to you. TPS provide a specific service for business customers called Corporate TPS.

To find out more about TPS and Corporate TPS go to www.tpsonline.org.uk and look for Corporate TPS.

Spam texts can be reported by forwarding the text to 7726 (SPAM on your phone's keypad). You may get an automated response thanking you for the report and giving further instructions if needed. You won't be charged for sending texts to 7726.

If you receive a text from an unknown sender it can be better not to respond to them but to report it as spam.

Number Translation Services (NTS)

NTS are also called non-geographic numbers and include Premium Rate Services (PRS). They're not tied to a specific location so you can have a national presence or change location without having to change your telephone number. Number Translation Services come into this category and we can get them working for you, if you'd like. They're featured in our tariff guides so you can quickly see if they make sense for your business.

NTS ranges include:

- 03 (charged the same to the caller as standard geographic 01/02 calls)
- 070 (personal numbers, however this is for information only as we don't offer this service)
- 080x (always a free to caller number)
- 084x (charged to the caller with a maximum Service Charge of 7ppm / ppc (inc. VAT))
- 087x (charged to the caller with a maximum Service Charge of 13ppm / ppc (inc. VAT))
- 09x (charged to the caller with a maximum Service Charge of 360ppm / 600ppc (inc. VAT))
- 118 (directory enquiry services; from 1 April 2019 a 90 second call can have a Service Charge no higher than £3.65)
- 116 (pan-European public service numbers)

Numbers that are associated with Service Charges (084; 087; 09 and 118 ranges) are defined by Ofcom as "unbundled tariff numbers" and have to be charged to residential consumers on the basis of a ppm Access Charge set by the originating network, and the Service Charge set by the service that is being called (this can be ppm, ppc or a combination of the two).

If you use any of these ranges for your business it is really important to understand the rules that Ofcom put in place about these numbers, both in terms of the maximum cost that can be associated with a range,

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and also any other obligations (such as transparency when advertising the number). These are set out in Ofcom's:

- "National Telephone Numbering Plan" which sets out the rules associated with each number range
- "Non-Provider Numbering Condition" which requires users of unbundled tariff numbers to provide clear pricing information when the number is displayed to consumers (for example in advertising or marketing material)

Premium Rate Services (PRS)

Premium Rate Services offer information and entertainment via phone, tablet, fax, PC (email, internet, bulletin board), SMS or interactive TV. They offer a wide variety of services including information, entertainment, competitions, TV voting, and TV games.

UK-based telephone Premium Rate Services can start 09 but also include 087x numbers and directory enquiry service numbers beginning 118. Charges will usually be shown on Virgin Media Business phone bills as Premium, Premium Rate, Super Premium or Super Premium Rate. The services are provided by a Service Provider (SP) who provides the actual service, via a Terminating Communications Provider (TCP) who manages the incoming telephone calls into the SP. These two organisations share Service Charge paid by customers calling the PRS numbers.

The cost for the call is the Access Charge plus the Service Charge which is collected by the Originating Communications Provider (OCP) via the customer's telephone bill. Usually the OCP (e.g. Virgin Media Business) has no commercial relationship with either the TCP or the SP, although occasionally the OCP and TCP could be the same company (e.g. BT). The OCP retains the Access Charge and then passes the Service Charge through to the TCP who shares this with the SP providing the service. Service Charges associated with PRS numbers are shown in our tariff guides available from our Customer Services team.

SMS Shortcodes are 5-7 number Codes that are used to access or obtain services via an SMS link. For more information on Shortcodes, see our guide [here](#).

Controlling PRS charges

Virgin Media Business offer a call-barring facility if you wish to prevent your staff from calling PRS numbers. Please contact Business Customer Services for more information. For information about PRS diallers, and steps you can take to protect your computer, call Business Customer Services.

How PRS are regulated

PRS services are regulated by the Phonepaid Services Authority (PSA, formerly known as PhonepayPlus). The PSA is the specialist regulator for all of these services and set the Code of Practice that all providers are required to follow. Amongst other things the Code requires companies to provide:

- Clear and accurate pricing information
- Honest advertising and service content
- Appropriate and targeted promotions

The PSA investigates complaints received about premium rate services. Where it decides that its rules have been broken, it has power to fine the company responsible, bar access to their services, and bar the individual behind a company from running other services under a different company.

The PSA [website](#) contains information and advice for both consumers of premium rate services, and also businesses who provide premium rate services.

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If you have a complaint about a premium rate service, the PSA advises that you should contact the service provider in the first instance. Their website has a number checker which can be used to find out which company is running the service that you may have called or texted.

If you can't get the matter resolved by the service provider, you can contact the PSA. Full contact details are provided below, but their website is at <https://psauthority.org.uk/>.

Telephone – 0300 30 300 20 (calls to 03 numbers should cost no more than geographic 01 or 02 calls and may be part of inclusive minutes subject to your provider and your call package).

E-mail – <https://psauthority.org.uk/contact-us>

17. Dispute Resolution Process for blocked calls

On occasion Virgin Media may block or stop a call from connecting to a customer; there may be many reasons for doing this. This can include the number being used for fraud or making nuisance calls. We may also block calls with invalid or non-diallable CLI (Calling Line Identification).

However, it is possible that some legitimate calls may be blocked in error. Virgin Media has internal processes in place to support customers or partners who believe calls are being blocked in error. If you believe this to be the case and wish to dispute possible number blocking, you should contact us. This information is also available on our [website](#).

If you are a Business Customer

If you are a business customer please contact your account manager or Business Customer Services as set out in section 3 above.

If you are a Communications Provider

If you are an interconnect partner or other communications provider and believe that calls from your network into the Virgin Media network are being blocked in error by Virgin Media, please contact our Voice Network Management Centre who will be able to help you.

18. Other useful contacts

Internet Watch Foundation

The Internet Watch Foundation (IWF) is an independent organisation working to make sure the internet is a safe place to work, learn and play.

The Internet Watch Foundation

Discovery House
Vision Park
Chivers Way
Histon
Cambridge CB24 9ZR

Phone: 01223 20 30 30

Website: www.iwf.org.uk

Office of Communications (Ofcom)

Ofcom is the regulator for the UK communications industries, with responsibilities across television, radio, telecommunications and wireless communication services. Ofcom exists to further the interest of consumers as the communications industry enters the digital age.

Head office address	To write regarding complaints or advice
Ofcom Riverside House 2a Southwark Bridge Road London SE1 9HA	Ofcom PO Box 1285 Warrington WA1 9GL

Switchboard: 0300 123 3000 or 020 7981 3000
Fax: 020 7981 3333
Textphone: 18001 01925650744
Advice and Complaints: 0300 123 3333 or 020 7981 3040
Website: www.ofcom.org.uk

Telephone and Fax Preference Services

The DMA's Preference Services let you block unsolicited telephone calls and faxes. If you want to stop getting marketing calls you haven't asked for, contact the Telephone Preference Service (TPS) or the Corporate Telephone Service if you're a company. You're protected by the law once you've registered (Privacy and Electronic Communications Regulations 2003). Here's where you can register:

Telephone Preference Service (TPS)

DMA House
70 Margaret Street
London W1W 8SS

Phone: 0845 070 0707
Email: tps@dma.org.uk
Website: www.tpsonline.org.uk

If you want to stop nuisance faxes, the same law applies but you'll need to register with:

Facsimile Preference Service (FPS)

DMA House
70 Margaret Street
London W1W 8SS

Phone: 0845 070 0702
Email: fps@dma.org.uk
Website: www.fpsonline.org.uk

Thanks for your business; we're looking forward to working with you. If you have any questions, we'd love to hear from you. Please call our Customer Services team on 0800 052 0800.

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Registered in England and Wales No. 01785381



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