

Mobile SIM for Business

Version 5.1

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** in force from time to time (the latest version of which can be seen at www.virginmediabusiness/mobilespecialterms), 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 on 0800 052 0800.

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;

1.2.3 the price guide;

1.2.4 the order form; and

1.2.5 any other document attached to or explicitly referred to in this **agreement**.

1.3 Where the following words are printed in bold in the **agreement**, they have the meanings set out below:

acceptable use policy means our acceptable use and fair use policies from time to time, which can be seen at <https://www.virginmediabusiness.co.uk/mobleaup>;

add-on means an additional allowance (purchased in addition to any **charges** for your **contract allowance**) that allows you to obtain access to our **services** when

you are outside of your **contract allowance**, for example, by purchasing a specific time limited allowance of the **service**;

additional services means optional services (for example **roaming**, access to **services** charged at premium rates, content or applications) which are chargeable at the rates set out in the **price guide**;

agreement has the meaning set out in clause 1.2;

artificially inflate traffic means calls that result in a calling pattern or patterns that are disproportionate to the overall type, amount, duration and/or extent of calls which would be expected from good faith usage of our **network** or **services**;

call data records means in relation to the conveyance of any call or other communication over the **network**, any data that constitutes traffic data as defined in the Privacy and Electronic Communications (EC Directive) Regulations 2003;

cancellation charges means the **charges** that apply if the **services** are cancelled or ended, as set out in clause 8.11

charges means all monies payable by you to us under this **agreement** for access to and use of the **services** as set out in the **price guide** (as may be varied pursuant to clause 14 of this **agreement**);

confidential information means information which you or we mark as confidential or which is clearly confidential;

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contract allowance means the agreed allowance of **services**, including airtime, texts and data that we provide to you for an agreed monthly or other periodic payment, also referred to as the '**tariff**';

customer equipment means any equipment and/or software used by you which is not provided by us;

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

disconnect means the removal of access to the **network**. **Disconnection** shall have a corresponding meaning;

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

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

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, and **group** shall be interpreted accordingly;

intellectual property rights means copyright, database rights, design rights, patents, trade marks, service marks, domain names (whether or not any of the same are registered and including applications for registration of the same) and confidential information, know-how

and all other intellectual property or forms of protection of similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world;

material means any material in whatever form (including documentary, magnetic, electronic, graphic or digitised) including any software, data sheets, processes, reports, manuals, drawings, information and instructions

minimum period means the minimum period for which you commit to receive the **service** from the relevant **service start date** as set out in the **order form**;

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.

network means the electronic communications systems by which we make **services** available in the United Kingdom and any other type of communications system which may be provided by us;

order form means our order form;

party means you or us, and **parties** means you and us;

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

price guide means the applicable list of our standard **charges** for **services** as current at the time the price needs to be determined and published at: <https://www.virginmediabusiness.co.uk/mobileprices>. To the extent that there is any conflict between the **price guide** and any other point of sale pricing information, the **price guide** takes precedence;

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

roaming means an **additional service** that allows you to access the **services** on a network belonging to another operator, usually whilst outside of the United Kingdom;

service means the mobile telephone services offered by us; as set out in the

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order form, including **additional services** where appropriate, which we have agreed to provide to you from time to time;

service start date means the date on which we commence supply of the **service** to you;

SIM means a subscriber identity module card supplied to you by us to enable you to access the **service**;

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

special terms means the additional terms and conditions that apply to the **services**, as amended or varied by us from time to time (subject only to the notice requirements set out in clause 14.5), and which can be seen at www.virginmediabusiness.co.uk/mobilespecialterms;

user means you or anyone who is permitted by you to use the **services** under this **agreement**; and

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

1.4 In this **agreement**, any reference to:

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

1.4.2 '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

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

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

1.6 The headings of clauses are for convenience only and do not affect the meaning of the clauses or of this **agreement**.

1.7 Where this **agreement** says 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.

1.8 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:

1.8.1 these standard terms and conditions;

1.8.2 the **special terms**;

1.8.3 the **order form**;

1.8.4 the **price guide**; and

1.8.5 the **data sheet**.

1.9 Additional information in respect of the **service**, as specified in Ofcom General Condition 9.2, is set out in Schedule 1 for your information.

2. Ordering the service

2.1 To order the **service** you must give our sales representatives (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 on the earlier of, when:

3.1.1 we have sent you an email accepting your order;

3.1.2 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;

3.1.3 you start using the **service**; or

3.1.4 we make the **service** available to you.

3.2 We may contact you towards the end of the **minimum period** to advise that the **minimum period** is due to come to an end. At the expiry of your **minimum period** we will continue to provide you with the **services** under your **contract allowance** on a monthly (or other

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periodic) basis and will continue to invoice you in the same way for the **charges**. If you wish to change the **contract allowance** at the end of the **minimum period**, you can do so by contacting us and entering into another **minimum period** under this **agreement**. You will need to give at least 30 days' notice before the expiry of the **minimum period** or any subsequent renewal date for your **contract allowance** if you do not want us to continue providing you with the **service** each month.

4. Supply of Services

- 4.1 We agree to supply, and you agree to receive, the **service** subject to the provisions of this **agreement**.
- 4.2 The provision of **services** by us to you is subject to:
- 4.2.1 your satisfactory credit status as set out in clause 8.10; and
 - 4.2.2 satisfactory identity checks as set out in clause 22.11.
- 4.3 We shall supply each **service** from its **service start date** for its **minimum period** and thereafter until the **service** expires or is terminated by either **party** in accordance with this **agreement**.
- 4.4 Any lead times referenced in the **agreement** or otherwise notified to you are general estimates only and are not binding on us.
- 4.5 You agree that you are procuring the **services** for your own use and for the benefit of your **users** as authorised by and in accordance with this **agreement** and you will not re-sell, re-supply or otherwise distribute the **services** or allow **users** to do so.

5. Supply of 5G Services

- 5.1 To use our 5G **services** you will need to have a 5G compatible device and a 5G SIM card. You may also need to install a software update on your phone. We will provide you with instructions on how to do this. If you purchase a 4G device from us, then your associated SIM will not be 5G compatible.
- 5.2 You can only use 5G **services** when you are in a 5G enabled area and in range of a

5G base station. 5G is only available in parts of the UK. When not in a 5G enabled area, you will receive access to 4G, 3G or 2G **services** (or no **service** in areas without **network** coverage).

- 5.3 Our 5G **services** are available if you are in range of a 5G base station which forms part of the **network** that we use. Your coverage will be affected by a range of factors. See clause 6 for more details.
- 5.4 You should use our coverage checker before signing up to our 5G **services** as a guide to the 5G coverage you may receive. This will give you an indication of our possible outdoor coverage but does not guarantee actual coverage.
- 5.5 5G **services** will not be available when **roaming**.
- 5.6 Your data allowance will be used for all the different types of mobile data you access. It does not distinguish between 2G, 3G, 4G or 5G data.

6. Standard of Service

- 6.1 We will use reasonable endeavours to make our **service** available to you at all times but we are unable to guarantee a continuous fault-free **service** and will have no obligation to provide any **service** outside the range of the base stations. The quality and availability of the **service** is subject to:
- 6.1.1 local geography and topography;
 - 6.1.2 weather and/or atmospheric conditions;
 - 6.1.3 degradation, congestion or maintenance requirements of the **network** including but not limited to re-positioning and/or decommissioning of base stations;
 - 6.1.4 other physical or electromagnetic obstructions or interference;
 - 6.1.5 faults in other telecommunication networks to which the **network** is connected; and

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6.1.6 the compatibility of the **SIM** and/or **customer equipment** used.

6.2 You acknowledge that, as **network** design is an on-going process, the range of base stations making up the **network** may change from time and time, at our discretion, and that at any time the **network** may comprise different technologies. Any coverage maps are our estimate of outdoor coverage which may vary depending on location.

7. Contract Allowance

7.1 We will provide you with the agreed **contract allowance** of minutes, text messages or **services**. Details of the types of calls, text messages or **services** that are included in your **contract allowance** are detailed in the joining pack you receive with your **SIM**. We will set up your **contract allowance** as soon as we can but this may take up to 48 hours from when we first connect the **SIM(s)** to the **network**. We will notify you when your **contract allowance** has been set up. Until that time, you may still use the **services** but these will be charged for separately at the applicable rates which are set out in the **price guide**.

7.2 During the **minimum period** we may allow you to change your **contract allowance** to a different allowance that we have available at that time. The new allowance and prices will apply from your next monthly billing cycle for the remainder of the term of your **agreement** unless you change your **contract allowance** again.

7.3 You may want to obtain access to **services** outside of your **contract allowance** by purchasing **add-ons**. **Add-ons** can be purchased through the "Your Account" page on **our website** or through other means that we make available from time to time. The price of any **add-ons** that you purchase will be individually itemised and added to your next monthly bill, in addition to any **charges** related to your **contract allowance**. **Add-ons** are non-transferable and other restrictions apply concerning their expiry, validity or use. For example, **add-ons** have an expiry date by which they must be used which may coincide with your next billing

date or could be one or more days from the date of purchase. **Add-ons** will be non-cancellable and non-refundable if you agree to the delivery of the **add-ons** to you for immediate use. All details or rules concerning **add-ons** will be available to you before you purchase an **add-on** either by being set out in any **material** that accompanies the **add-on**, on **our website** or available from us on request.

7.4 You must use the **service** at least once within any 90 day period either by making a chargeable call or sending a text message. If you fail to do so, we may suspend the **service** and cancel this **agreement**. If we cancel this **agreement**, you may lose the phone number(s) and any **add-ons**

8. Charges, Payments and Billing

8.1 **Charges** for the **service** are as set out in the **price guide** or as otherwise agreed in writing (including in the **order form**).

8.2 You are responsible for paying all **charges** incurred for **services** on your account and must pay the **charges** in full and without any deduction or set off. You are responsible for notifying your **users** if you do not wish them to incur any particular **charges** or use any particular **services**.

8.3 We will invoice you:

8.3.1 monthly in advance for **charges** payable by you to access the **service** (**subscription charges**);

8.3.2 monthly in arrears for variable **charges** for voice, data and text usage and any other **services** and other non-recurring charges payable by you (**usage charges**);

8.3.3 **charges** in respect of **services** not supplied directly by us such as (but not limited to) **roaming**, which may be invoiced several months in arrears by us; and/or

8.3.4 any lump sum **cancellation charges** payable on termination of a **service**.

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- 8.4 Further billing terms apply as set out in the **price guide**. We may change the billing period at any time and will notify you in advance if we do this. The first and last invoice relating to the **service** may include **charges** due for more or less than one complete billing cycle depending on the **service start date** or end date.
- 8.5 You must pay our **charges** by direct debit. If you make payment by a different method, we may refuse to accept it. On proper termination of the **agreement** you will be responsible for the cancellation of any direct debit instructions. Except on proper termination of the **agreement** you must inform us immediately if you cancel any direct debit instructions. Cancellation of any direct debit instruction shall entitle us to suspend and/or terminate the **agreement** and/or the **services** without notice.
- 8.6 Unless we have agreed otherwise in writing, you must pay us (or any of our group companies appointed by us, including but not limited to Virgin Mobile Telecoms Limited) all **charges** within 15 days of the relevant invoice.
- 8.7 If you do not make payment when it is due, we may without affecting our other rights:
- 8.7.1 charge you a late-payment administration fee;
 - 8.7.2 charge you interest on the overdue amount, at 4% per annum above Barclay's 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;
 - 8.7.3 suspend the **service** in relation to which the **charges** are outstanding in accordance with clause 15.4; and/or
 - 8.7.4 issue a notice pursuant to clause 16.3.1 on the basis that such non-payment shall be a material breach of this **agreement**.
- 8.8 We will notify you each month when your bill is ready to view. You can view your bill online by registering with us and logging into your account on **our website**. If you request us to send you a paper bill then you agree that we may make a separate reasonable charge each month for this.
- 8.9 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 **SIM** is returned to us in good condition (except fair wear and tear) and you have paid all amounts you owe us.
- 8.10 We shall be entitled to carry out credit checks on you. We accept no liability for the accuracy or otherwise of information provided to us by credit reference agencies (CRAs). If at any time before or during the term of the **agreement** you fail to meet the standard of creditworthiness we deem acceptable, we shall be entitled:
- 8.10.1 to terminate the **agreement**, in whole or in part immediately on giving you written notice;
 - 8.10.2 to require you to make such regular instalment payments in advance on account of any future **charges** as we deem appropriate;
 - 8.10.3 to impose credit limits on you in respect of **charges** and to suspend the **service** at any time when such limits are reached until payment in full of such outstanding **charges** has been made; and
 - 8.10.4 to impose such other measures on your right to use any of the **services** as we shall deem appropriate.
- 8.11 If you have to pay **cancellation charges** under clause 17.1, they will be equal to the following:
- 8.11.1 for ending or cancelling the **services** before the expiry of the **minimum period**:
 - (a) all overdue **charges** for the **services** at the date the **services** are ended or cancelled; plus
 - (b) all unpaid charges for the period from the date of our last invoice for the services to the

date the services are ended or cancelled (including but not limited to subscription charges and usage charges), less any subscription charges you have already paid for that period; plus

- (c) an amount equal to the subscription charges that would have been payable from the date the services are ended or cancelled to the end of the minimum period, less any subscription charges you have already paid for that period; plus
- (d) any other cancellation or termination charges referred to in the pricing guide or as otherwise agreed by you and us in writing; or

8.11.2 for ending or cancelling the **services** after the expiry of the **minimum period**:

- (a) all overdue **charges** for the **services** at the date the **services** are ended or cancelled; plus
- (b) all unpaid charges for the period from the date of our last invoice for the services to the date the services are ended or cancelled (including but not limited to subscription charges and usage charges), less any subscription charges you have already paid for that period; plus
- (c) any other cancellation or termination charges referred to in the pricing guide or as otherwise agreed by you and us in writing.

9. New Orders and Changes

- 9.1 New **order forms** for **new services**, **additional services** and/or **add-ons** submitted by you shall constitute your offer to amend this **agreement** and may be submitted by you at any time during the term of this **agreement**. Such new **order forms** will be subject to acceptance by us

at our sole discretion. Amendments of the **agreement** pursuant to such new **order forms** shall become effective upon our express acceptance of the relevant **order form**.

- 9.2 Charges for any **additional services** will be set out in the **price guide** and any terms and conditions for such **additional services** will be provided.

10. Use of the services

- 10.1 The **services** will be available to you provided you:

10.1.1 comply with your obligations as set out in the **agreement**, including but not limited to, in compliance with any **acceptable use policy** and manual;

10.1.2 are in range of the base stations forming the **network** (or that of our partners when **roaming**) when you try to use the **services**;

10.1.3 pay the **charges** on time;

10.1.4 only use the **services** with the **SIM** we have approved for use on the **network**;

10.1.5 only use the **services** with **customer equipment** that is compatible with the **SIM**, fit for its intended purpose and in reasonable working order;

10.1.6 give us, in a timely manner, valid information we reasonably ask for and do not give us false information;

10.1.7 follow all reasonable instructions we give you and any guidelines we make available to you;

10.1.8 keep confidential and do not disclose to any third party any account password, personal identification code, number or name issued by us permitting access to the **services**;

10.1.9 co-operate with our reasonable security and other checks (which may include our making

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- calls or sending communications to **users**);
- 10.1.10 inform us upon becoming aware of any suspected or actual unauthorised use of the **services**, including any **SIM**, and take all steps necessary, including any steps requested by us, to prevent such use; and
- 10.1.11 do not use the **services** for anything illegal, immoral, improper, abusive, fraudulent or nuisance purposes including but not limited to:
- (a) in a way related to an arrangement which we suspect is designed to **artificially inflate traffic** to a number or numbers. We reserve the right to bar access to numbers on a temporary or permanent basis which we reasonably suspect are being used for such **services** or purpose;
- (b) sending or receiving any communications if doing so would be an offence under section 127(1) of the Communications Act 2003;
- (c) sending spam or unsolicited communications without the receiver's consent;
- (d) anything that causes the network to be impaired;
- (e) infringing any intellectual property rights;
- (f) automated means to make calls, texts, send data (including via a GSM Gateway);
- (g) sending, storing, communicating or knowingly receiving content which is abusive, indecent, defamatory, obscene, menacing, unlawful or a nuisance: or
- (h) using the services in a way that is inconsistent with good faith commercial practices to our detriment;
- (i) knowingly distribute malicious software or permit the hacking or unauthorised modification of any SIM on the network; or
- (j) in any way breaks the law.
- 10.2 The **services** may enable access to the internet, use of which is solely at your risk. We have no control over and are not responsible or liable in any way for any content offered by third parties on or through the **services**. You agree that you retain responsibility for, and control of, content which you send or pass over the **network**.
- 10.3 The **services** may be available to you in countries outside of the UK if we or a partner who provides us with the **network** have **roaming** agreements in place. You may need to activate **roaming** on your account and **customer equipment** to utilise **roaming**. If you are using your **customer equipment** in a location in the UK, which is close to the border between the UK and another country, your **customer equipment** may connect to a network in that other country. You will be charged at **roaming** rates for that usage. To prevent that occurring, you should take care to note the network to which your **customer equipment** is connected when in those areas before use. Alternatively, you may be able to disable **roaming** on your **customer equipment**.
- 10.4 Use of the **services** or any content accessed through them in a country other than the UK may be subject to different **laws** and regulations. You are responsible for ensuring compliance with such **laws** or regulations and we are not liable for any failure of ours or your **users** to do so.
- 10.5 You shall be responsible for implementing your own data archiving and data back-up processes. You acknowledge that you may be required to restore data from your back-up to relevant systems to enable a **service** to continue to be provided.
- 10.6 You acknowledge and agree that we may monitor and record calls or other communications to emergency services and calls or other communications relating to our customer services and telemarketing.

11. Risk and title

- 11.1 Unless otherwise agreed in writing, title in any **SIM** shall remain vested in us or the appropriate third party and you are hereby granted a licence to use any **SIM** only for accessing the **services** during the term of this **agreement**.
- 11.2 All risks in any **SIM** pass to you on delivery.
- 11.3 Any **SIM** returned to us shall be done so at your risk until received by us.

12. SIM

- 12.1 You must satisfy yourself that the **SIM** is suitable for its intended purpose and requirements. We will use reasonable endeavours to provide the **SIM**. Certain **services** may require a specific **SIM** and you acknowledge that you may have to purchase a certain **SIM** to benefit from the full functionality and range of **services**.
- 12.2 You acknowledge that you have carried out your own investigations as to the suitability of any **customer equipment** used with the **SIM** and that we have made no representations or warranties in relation to the suitability of the **SIM** for use with the **customer equipment** (or vice versa). You will ensure that any **customer equipment** is compatible with the **network** and adheres to any technical parameters and guidelines issued by us from time to time.
- 12.3 We will use our reasonable endeavours to provide you with the **SIM** within seven (7) **working days** from our acceptance of your **order**. You must start using the **SIM** within 30 days of delivery. If you inform us within this period that you are unable to use the **SIM** within 30 days of delivery, we will determine at our sole discretion whether there is a justifiable reason for you to delay using the **SIM**. We reserve the right to **disconnect** inactive **SIMs** or to re-allocate these, to enable the proper management of the **services**.
- 12.4 You must inform us immediately if you become aware of the loss, theft or damage of any **SIM**. If you notify us within 24 hours, you will be liable for all **charges** relating to the unauthorised use of the **SIM** up to £100 only. If you notify us after 24 hours, you will be liable for all **charges**

relating to the use of the **SIM** (including call **charges**) incurred up to the time you notify us that the **SIM** is lost or stolen. Data on any lost or stolen **SIM** is at your risk and the sending of any command for remote wiping of data (such as a device management solution) is your responsibility. You must send any remote wipe command prior to reporting the **SIM** lost or stolen and we will use reasonable endeavours to carry such command across the **network**. You acknowledge that once the loss or theft of the **SIM** is notified to us, we will terminate the ability of the **SIM** to communicate with the **network**.

- 12.5 We may recall, update or have access to the **SIM** as reasonably required to enhance or maintain the quality of **services**, but will endeavour to minimise any disruption caused to you.
- 12.6 The **SIM** may be subject to export control laws and regulations. You agree to comply with any applicable export laws, regulations, prohibitions or embargoes of any country and agree to obtain written authority from the relevant licensing authority where necessary. We do not represent that any necessary export approvals have been obtained or will be granted in respect of the **SIM**.

13. Warranty

- 13.1 Save as set out in clause 13.2 or where this **agreement** expressly states otherwise, all warranties, guarantees, conditions, representations, undertakings, terms and promises relating to the **services** and **SIM** are excluded to the fullest extent allowed by **law**. None of our employees are authorised to make any warranty, representation or promise relating to the **services** or **SIM** unless it is in writing and signed by one of our authorised officers. Where we are allowed to do so, we will pass on to you any manufacturer's warranty relevant for the **service**.
- 13.2 If you have obtained the **SIM** directly from us, you will be entitled to benefit from a customer satisfaction guarantee. Full details of the customer satisfaction guarantee are available on **our website**. You also have the right to terminate the **agreement** within 14 days from the

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- service start date** without giving any reason. We will refund you within 14 days for all payments received less any airtime or data you have used. If you do return your **SIM** for any reason you will still be charged for any calls or use of the **services** at the **charges** set out in our **price guide**.
- 13.3 **SIMs** which are defective due to faulty materials or workmanship will be replaced by us at no charge for the duration of this **agreement**. You understand and acknowledge that **SIMs** have a limited lifespan and may need replacing from time to time.
- 13.4 The above warranties are subject to compliance by you and other **users** in all material respects with all relevant licences, specifications, user manuals, any other user guidelines and any manufacturer's conditions specified in any warranty. We shall not be liable for faults in or malfunction of any **SIM** to the extent caused by:
- 13.4.1 you or any **users** failing to comply with such licences, specifications, manuals, guidelines or conditions; or
- 13.4.2 any alteration, modification or addition made to the **SIM** without our prior written consent.
- ## 14. Variations by us
- 14.1 We may change this **agreement** at any time, including for **network** security reasons, legal or regulatory reasons or if we wish to have all of our customers on the same terms and conditions for **services**. We may also change or withdraw all or part of a **services** if they are uneconomical, technically impractical, not fulfilling their purpose for you or us, or as a result of changes in technology or changes made to our **network**. We shall not be liable to pay any termination charges in respect of the relevant **service** where we exercise our rights under this clause 14.1.
- 14.2 We may change our **charges** or introduce new **charges** at any time. Changes in our **charges** will be reflected in the **price guide**. It shall be your responsibility to review the **price guide** periodically and recommend no less than every 30 days.
- 14.3 We may reduce **charges** at any time without giving you notice, and this would not give you the right to end the **agreement**.
- 14.4 Where a regulatory authority requires the re-allocation or change of phone numbers, we reserve the right (without liability) to change the phone numbers allocated to you to access the **services**, but shall use our reasonable endeavours to minimise the disruption caused.
- 14.5 Where any variation by us to this **agreement** is likely to be of material detriment to you, we will give you at least one (1) months' written notice of the variation and you will have the right to terminate the relevant **service** in accordance with clause 16.3.4 save where such change:
- 14.5.1 has been imposed on us by a regulator with appropriate authority, or as a direct result of new legislation, statutory instrument or government regulation; or
- 14.5.2 relates to an **additional service**, unless we specifically notify you of a right to cancel. If this is the case, then you may cancel such **additional service** by giving us at least ten (10) **working days'** notice in writing to that effect within one (1) month of our notice.
- 14.6 Any continued use of the **service** after the date of change will be deemed acceptance by you of the relevant change unless you give us notice of your cancellation in accordance with clause 14.5.
- ## 15. Suspension
- 15.1 We may, without liability to you, suspend or terminate your and/or all the **users'** access to any relevant part, or where necessary all, of the **services** without notice:
- 15.1.1 during any technical failure, modification or maintenance of the **network**; or

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- 15.1.2 upon instruction by emergency services or any government, regulatory or appropriate authority; or
- 15.1.3 where necessary to safeguard the integrity and security of the **network** or to prevent fraud.
- 15.2 We shall use our reasonable endeavours to keep any suspensions under this clause 15 to a minimum.
- 15.3 We may also, without liability to you, suspend or terminate your and/or all the **users'** access to the relevant **services** without giving you notice where you or any **user**:
- 15.3.1 does not keep to the conditions of this **agreement**, including your obligations under clause 10
- 15.3.2 damages the **network** or puts it at risk;
- 15.3.3 notifies us that a **SIM** has been lost or stolen;
- 15.3.4 has provided us with information that we reasonably believe is false or misleading;
- 15.3.5 at the end of the **minimum period** fails to use the **services** within a 90 day period either by making a chargeable call or sending a text message;
- 15.3.6 suspends or cancels the direct debit or otherwise allows it to become inactive;
- 15.3.7 engages in fraudulent activity on the account or we reasonably believe has done so; or
- 15.3.8 contravenes our acceptable use policy.
- 15.4 Without prejudice to our other rights under this **agreement**, we may additionally suspend your and/or all the **users'** access to the relevant **service** where we have not received payment of outstanding **charges** (including any accrued interest) within seven (7) days of the due date of the invoice, or where any agreed credit limit on the **charges** has been exceeded by you.
- 15.5 You shall remain liable for all **charges** during any period of suspension, and where the suspension has been implemented under clauses 15.3 or 15.4, you shall also pay all reasonable costs and expenses incurred by us in the implementation of the suspension. We may restore the **service** as soon as reasonably practicable when the circumstances which gave rise to the suspension are remedied. We may charge you a fee to reconnect you to our **services** except where the reconnection is required as a result of a suspension under clause 15.1.

16. Ending the agreement

- 16.1 Without prejudice to clause 14, we may terminate this **agreement** immediately by giving you written notice, if any of the following has happened:
- 16.1.1 if we have the right to suspend your access to the **services** for any of the reasons as set out in clause 15.3 and we believe the grounds are serious and have not been, or are unlikely to be, rectified;
- 16.1.2 you have failed to meet a material obligation (a significant requirement) of the **agreement** and the matter cannot be put right;
- 16.1.3 you have failed to meet a material obligation of the **agreement** and the matter could have been put right but you failed to do so within 30 days of us instructing you to;
- 16.1.4 you have:
- (a) 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);
- (b) entered into an arrangement with your creditors; or
- (c) become unable to pay your debts, as described in section

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- 123 of the Insolvency Act 1986;
- 16.1.5 any licence, permission or other approval you or we need to connect to the **network** or provide the **service** has ended, been withdrawn, been restricted, or has stopped being valid, and has been immediately replaced by a new licence, permission or approval giving you or us the necessary rights;
- 16.1.6 the details you gave us to enable us to provide the **service** were significantly wrong or incomplete;
- 16.1.7 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**; or
- 16.1.8 you have committed or may be committing, or we reasonably believe that you have committed or may be committing, any fraud against us.
- 16.2 We reserve the right to cancel your rights to use our **services** at our sole discretion by giving you not less than 30 days' written notice, provided such notice does not expire before the end of the **minimum period**.
- 16.3 You may end the **agreement** immediately, by giving us written notice, if any of the following have happened:
- 16.3.1 within 14 days from the date of this **agreement** under the customer satisfaction guarantee at clause 13.2;
- 16.3.2 we have failed to meet a material obligation of the **agreement** and the matter cannot be put right;
- 16.3.3 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;
- 16.3.4 within 7 days' (30 days if you are a **small business**) of us
- giving notice of increased or new **charges** under clause 14.2 or any materially detrimental variation to this **agreement** under clause 14.5 you can give us at least 30 days' written notice to end the **agreement** without paying **cancellation charges**. If you do not give us notice within 7 days (or 30 days if you are a **small business**), you are considered to have accepted the increased or new **charge** or the variation to the **agreement**; or
- 16.3.5 we have:
- (a) 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);
- (b) entered into an arrangement with our creditors; or
- (c) become unable to pay our debts, as described in section 123 of the Insolvency Act 1986.
- 16.4 Subject to clause 17.1, you can end the **agreement** before the end of the **minimum period** for any reason, by giving us written notice.
- 16.5 Subject to clause 17.1, you can end the **agreement** at any time after the end of the **minimum period** for any reason by giving us not less than 30 days' written notice before the expiry of the **minimum period** or any subsequent renewal date for your **contract allowance**.

17. Consequence of ending the agreement

- 17.1 If this **agreement** is terminated, you must pay us on termination all unpaid **charges** and (unless the **agreement** is terminated under clause 16.3.4) our **cancellation**

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- charges.** We do not have to refund any **charges** you have paid in advance.
- 17.2 If this **agreement** is terminated for any reason:
- 17.2.1 all **SIMs** will be **disconnected** from the **network**;
- 17.2.2 you will lose all phone numbers (unless you move to another network) and must return the **SIMs** to us in full working order. Where a **SIM** is not returned, or if in our reasonable opinion is not returned in good working order, you must pay the **charge** in the **price guide** for such **SIM**;
- 17.2.3 you will lose any unused **add-ons** on your account; and
- 17.2.4 the parties must promptly on request return or destroy all **confidential information** (except that we may retain such information where required for regulatory purposes) and also return any property belonging to the other (and where requested provide written confirmation of this).
- 17.3 Termination or expiry of this **agreement** (or any part of it) will not affect either **party's** accrued rights or liabilities and provisions of this **agreement** which are intended by their nature to survive termination shall continue in force together with any other provisions necessary for their enforcement or interpretation.
- ## 18. Liability
- 18.1 Nothing in the **agreement** will limit or exclude your or our liability for:
- 18.1.1 fraud or fraudulent misrepresentation;
- 18.1.2 death or personal injury resulting from your or our own negligence (as defined in section 1 of the Unfair contract Terms Act 1977);
- 18.1.3 not meeting the requirements of section 12 of the Sale of Goods Act 1979; or
- 18.1.4 matters which cannot by **law**, be restricted or excluded.
- 18.2 Except in connection with indemnifying us for any amounts under clause 22.15 and except where clause 18.1 applies, during any **agreement** year (being 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 **charges**, including **cancellation charges**) whatever the type of claim (including in respect of contract, negligence or otherwise) for that **agreement** year will be limited to:
- 18.2.1 100% of the total **charges** you have paid us during that **agreement** year; or
- 18.2.2 £100,000,
- whichever is more.
- 18.3 Despite clause 18.2, our liability for a failed **SIM** is limited to the cost of a replacement **SIM**.
- 18.4 Despite clause 18.2, neither **party** will be liable to the other in contract or tort (including negligence) or otherwise for:
- 18.4.1 any loss or damage, whether direct or indirect:
- (a) of business, use, production or anticipated savings, or
- (b) of goodwill, opportunity or contracts; or
- (c) of revenue; or
- (d) of profits; or
- (e) from any loss or corruption of data or software or business interruption, or
- 18.4.2 any indirect or consequential loss or damage whatsoever arising under or in connection with this **agreement**.
- 18.5 We will not be liable for any breach of this **agreement** to the extent that any delay or failure by us to perform our obligations results from:
- 18.5.1 an act, omission or delay of you, your agents, sub-contractors, consultants or employees resulting in negligence or breach of **law**, or

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- which is contrary to the terms of this **agreement**;
- 18.5.2 acts, omissions or negligence of other providers of telecommunication services, except where such providers are sub-contractors; or
- 18.5.3 acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are sub- contractors.
- 18.6 You acknowledge that the exclusions and limitations of our liability in the **agreement** are reasonable.
- 18.7 The provisions of this clause 18 shall survive termination of the **agreement** for any reason whatsoever.

19. Intellectual property

- 19.1 All **intellectual property rights** used by or subsisting in the **services** remain the sole property of us, or the relevant third party rights owner as applicable.
- 19.2 Where **materials** are created during or as a result of the supply of the **services** to you, all legal and beneficial rights therein (including **intellectual property rights**) shall be owned by us, or the third party rights owner as applicable. Where we provide such **material** to you to enable you to use the **services** we grant you a non-exclusive non-transferable licence to use the **material** for such purpose only.
- 19.3 You must:
- 19.3.1 treat the **material** under clause 19.2 as **confidential information** and comply with the provisions of clause 20 in relation to it;
- 19.3.2 not do anything or allow anything to be done which might jeopardise our or our licensors' **intellectual property rights**;
- 19.3.3 not dispute or challenge our or rights or the rights of the relevant third party rights owner; and
- 19.3.4 not apply for, or obtain, registration in any country of

- any trade or service mark or any other **intellectual property rights** which consist of, or comprises of, or are confusingly similar to, the trade marks or **intellectual property rights** of us, or our or its licensors.
- 19.4 We warrant that your use of any **intellectual property rights** in accordance with the terms of this **agreement** will not infringe the **intellectual property rights** of any third party. We hereby indemnify and shall hold you harmless from and against any and all claims, losses, liabilities, damages, expenses and any reasonable legal cost to the extent caused by our breach of the warranty in this clause 19.4 (**IPR claims**). In the case of any **IPR claim**, we shall have sole authority to defend or settle such claim and you shall:
- 19.4.1 provide such assistance related to the defence or settlement of such **IPR claim** as we may reasonably request, at our cost;
- 19.4.2 assist us in enforcing any settlement or order made in connection with such **IPR claim**, provided that we shall reimburse the expenses reasonably incurred by you in providing such assistance in accordance with our requests for the same; and
- 19.4.3 not make any admission of liability, agreement or compromise in relation to the **IPR claim** without our prior written consent.

20. Confidentiality

- 20.1 When you or we provide **confidential information** to the other, the person receiving the **confidential information** (the **receiver**) gives the person providing the **confidential information** (the **provider**) the following assurances:
- 20.1.1 The **receiver** will keep **confidential information** the **provider** gives in the discussions leading to the **agreement**, and then in

- connection with the **agreement** or the provision of the **services** or the **SIM**, private.
- 20.1.2 The **receiver** can give the **provider's confidential information**, to the extent necessary and in strict confidence, to their employees, agents and 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.
- 20.1.3 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.
- 20.2 You must not reveal the terms of this **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, but we will not otherwise reveal the terms of the **agreement** to any third party without your permission in writing.
- 20.3 The confidentiality obligations in clause 20.1 and 20.2 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 reasonable possible, about their **confidential information** being released.
- 20.4 The confidentiality obligations in clauses 20.1 and 20.2 will not extend to **confidential information** which:
- 20.4.1 became available to the public in a way other than through the **receiver's** negligence or failure to meet an obligation under this **agreement**;
- 20.4.2 the **receiver** already knew before the **provider** gave it; or
- 20.4.3 was given by a third party who did not receive it in confidence.
- 20.5 Clause 20 will stay in force after the **agreement** or any part of it ends.

21. Data Protection

- 21.1 This clause will apply to the extent that we process personal data on your behalf in the course of providing the service under this agreement.
- 21.2 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.
- 21.3 Under this **agreement**, you will be responsible for:
- 21.3.1 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.
- 21.3.2 ensuring you have the right to collect, provide access to or transfer the **personal data** to us for **processing** under this **agreement**.
- 21.3.3 ensuring that you will not disclose (or permit any **data subject** to disclose) any special categories of data to us for **processing**.
- 21.4 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**.
- 21.5 We will ensure that any of our personnel authorised to **process** the **personal data** will be subject to a duty of confidentiality.
- 21.6 We will take the following security measures:

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- 21.6.1 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**).
- 21.6.2 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.
- 21.6.3 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**.
- 21.7 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:
- 21.7.1 We maintain an up-to-date list of **sub-processors** which will be available on request.
- 21.7.2 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**.
- 21.7.3 We remain liable for any breach of the data protection legislation caused by our sub-processor when processing personal data under this agreement.
- 21.8 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**).
- 21.9 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.
- 21.10 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 20, 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.
- 21.11 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.
- ## 22. Marketing and your information
- 22.1 When you ask us to provide a **service** to you, we will check the following records about you, your **group** and your business partners:
- 22.1.1 our own records;
- 22.1.2 personal and business records at credit reference agencies. When credit reference agencies receive a search from us they will place a search footprint on your business credit file that may be

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- seen by other companies. They supply to us both public (including the electoral register) and shared credit and fraud prevention information;
- 22.1.3 those at fraud prevention agencies; and
- 22.1.4 if you are a director, we will seek confirmation, from credit reference agencies, that the residential address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.
- 22.2 We will make checks such as assessing your application for **service** and/or **SIM** and verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at credit reference agencies and fraud prevention agencies to manage your account with us.
- 22.3 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 on your business and its owners on your credit file (if there is not one already).
- We will give credit reference agencies details of your account with us and how you manage it.
- 22.4 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.
- 22.5 We will carry out a search to check your identity. This involves checking the details you supply 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.
- 22.6 If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also 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, and use in other countries, the information recorded by fraud-prevention agencies.
- 22.7 We may monitor and record our telephone conversations with you in order to maintain the quality of our customer services and for training purposes.
- 22.8 We can pass on information that describes the habits, usage patterns or and characteristics of all or a group of our customers (including you). However, the information is anonymous and does not describe or reveal the identity of any particular customer.
- 22.9 Unless you have ticked the relevant boxes on the **order form**, or you have told us otherwise in writing, we may:
- 22.9.1 use your information to send you information about other products or services we or our **group** has available; and
- 22.9.2 provide your information to third parties so they can give you information about their products or services.
- 22.10 You authorise us to give your name and other contact details to the emergency services. We will have no liability for any publication made by the emergency services.
- 22.11 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:
- 22.11.1 providing you with the **service**, **service** information and updates;
- 22.11.2 administration;
- 22.11.3 credit scoring;

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- 22.11.4 carrying out identity checks;
- 22.11.5 preventing fraud;
- 22.11.6 monitoring and improving, customer services; and
- 22.11.7 training and assessing the use of our **service** (which includes processing call, usage, billing and interactive information),

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.

- 22.12 We will process **users'** personal data:
 - 22.12.1 for the provision of the **services** (and for these purposes we may share such personal data with our suppliers, sub-contractors and service partners);
 - 22.12.2 for the purpose of fulfilling our obligations under this **agreement**; and
 - 22.12.3 as may be required by **law**, court order or any governmental or regulatory authority.
- 22.13 We shall implement appropriate technical and organisational security measures against unauthorised or unlawful processing of **users'** personal data and against accidental loss or destruction of, or damage to, **users'** personal data
- 22.14 We may use any information you provide for the purposes set out in this clause 21 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.
- 22.15 For the purposes of this clause 22, references to your personal data shall be deemed to include personal data of your employees, **users**, agents, officers and sub-contractors. You agree to obtain all necessary consents from such employees, **users**, agents, officers and

sub-contractors, and to indemnify us and keep us indemnified against any damages (including costs) awarded against us or to be paid by us in connection with failure to obtain such consents.

- 22.16 Any disclosure of **users' call data records** to you will be subject to:
 - 22.16.1 you completing and submitting to us a request for those records;
 - 22.16.2 our policies for disclosures of personal data as amended from time to time; and
 - 22.16.3 any applicable legal and regulatory restrictions.

Any such disclosure request to us must be in writing using our then current standard format (which is available on request).

23. Preventing Bribery

You and we must not pay, offer, promise to pay or authorize 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**.

24. Written Notices

- 24.1 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
 - PO Box 1787
 - Sheffield
 - S9 3UHor any other address we give you in writing.
- 24.2 Any written notice we send you will be:
 - 24.2.1 delivered by hand or posted to your billing address shown on the **order form** or to your registered office;

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- 24.2.2 faxed to the fax number shown on the **order form** or given to us in writing;
 - 24.2.3 emailed to your email address shown on the **order form** or given to us in writing; or
 - 24.2.4 sent by text message to your mobile phone number shown on the **order form** or given to us in writing.
- 24.3 Written notice delivered by hand will be considered to have been received on that day.
- 24.4 Written notice sent by post will be considered to have been received three (3) days after the date it was posted.
- 24.5 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.
- 24.6 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.
- 24.7 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.
- 24.8 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.

25. Assignment and contracting

- 25.1 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.
- 25.2 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.

- 25.3 Except where clause 24.4 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 rights and obligations under the **agreement**.
- 25.4 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:
- 25.4.1 any member of our group companies at the time; or
 - 25.4.2 any person buying all or substantially all of our business which the agreement relates to.
- 25.5 When asked, you must fill in and sign all necessary paperwork to complete the transfers in clauses 25.3 and 25.4.

26. Events outside your or our control

- 26.1 Except for your payment obligations, neither party shall be liable to the other for any failure or delay in meeting the obligations under this agreement if this is due to any circumstances outside of your or our reasonable control. If the circumstances beyond your or our control continue for more than three (3) months, you or we may end the agreement without any additional liability, by giving the other notice in writing.
- 26.2 Circumstances beyond your or our control include extreme weather conditions, power failures, natural disaster, fire, subsidence, epidemic, strike or labour disturbances, 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 (where these actions or failures resulted from circumstances beyond their reasonable control).

27. Test or trial services

and promotional offers

We may from time to time supply test or trial services and/or promotional offers (**offers**) to some or all of our customers. Such **offers** shall be subject to any terms and conditions (**promotional terms and conditions**) we notify to our customers. Unless otherwise stated in the **promotional terms and conditions** we shall not incur any liability under the **agreement** in relation to such **offers**. **Promotional terms and conditions** may require a variation to the **agreement** in which case you will be deemed to have accepted in writing such variation on acceptance of the **offer**. Unless otherwise stated in the **promotional terms and conditions** an **offer** may be amended or withdrawn by us (in relation to some or all of our customers) at any time and without notice. For the avoidance of doubt we are not obliged to include you in any **offer** we make to our other customers.

28. Entire agreement

- 28.1 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 **services**.
- 28.2 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 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 18.2, 18.3 and 18.4 will apply to any representation or promise that is central to the **agreement**).

29. Miscellaneous

- 29.1 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.
- 29.2 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.

- 29.3 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.
- 29.4 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, results in the same economic effects and is legally binding.
- 29.5 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.
- 29.6 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.
- 29.7 Nothing in the agreement forms a partnership between you and us, or makes you an agent of ours (or vice versa).
- 29.8 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.

30. Settling disputes

- 30.1 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 31.
- 30.2 While the procedure set out in this clause 30 is being followed, and during any legal proceedings which may be ongoing or

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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.

- 30.3 Nothing in this clause 30 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.

31. Governing law and arbitration

- 31.1 The agreement and any obligations arising from or connected with it will be governed by, and interpreted according to, English law.
- 31.2 Any dispute arising under the agreement which does not involve:
- 31.2.1 a complicated issue of law; or
 - 31.2.2 an amount of more than £5,000;
- 31.3 may be referred to arbitration or other appropriate method of dispute resolution.
- 31.4 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.
- 31.5 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 on 0800 052 0800 to ask us for a copy.

Schedule 1

Ofcom General Condition C contract requirements

Communications Provider information

- C1.2 (a) the identity and address of the Communications Provider (us) is set out in the background to these Mobile SIM for Business terms and conditions.

Services and Contacting Emergency Services

- C1.2 (b) the **services** provided are defined in clause 1 (Definitions and interpreting this document) of these Mobile SIM for Business terms and conditions and are set out in the **order form**. The Customer (you) may contact the emergency services through the **service** for free by calling 999 or 112 (or by sending an SMS to 999 if you are registered to contact emergency services by SMS) provided you are in range of a base station forming part of the **network**. If you are not within range of one of a base station, or if the base station is not transmitting for any reason, you may try to use another mobile network to connect the call to the emergency services. Depending on your device, your approximate location using certain location data may be provided to the emergency services. Access to Emergency Services is not possible where the **service** is withdrawn by us for non-payment or breach by you, withdrawal of a **service** by us, or where there is no coverage from any network operator. Access to Emergency Services is also not possible where we have to suspend access to the **services** due to (i) technical failure, modification or maintenance of the **network**, (ii) upon instruction by emergency services or any government, regulatory or appropriate authority or (iii) where it is necessary to safeguard the integrity and security of the **network** or to reduce fraud. The provision of Caller Location Information is not specified in the terms and conditions but caller location is relayed to Emergency Services as required under General Condition 4 of the General Conditions of Entitlement.

Other Conditions Limiting Access

- C1.2 (c) other conditions limiting access to and/or use of the **services** and applications (where such conditions are permitted under national law) are set out in clauses 6.1 and 6.2 of these Mobile SIM for Business terms and conditions. The **services** are provided to you on the basis that you comply with the terms and conditions of the Mobile SIM for Business terms and conditions.

Minimum Service Quality Levels

- C1.2 (d) details of the minimum **service** quality levels offered, including the time for initial connection and any other quality of **service** parameters as directed by Ofcom are set out below:-
- Clauses 6.1 and 6.2 of these Mobile SIM for Business terms and conditions in respect of **service** quality levels offered.
 - Clause 12 of the Mobile SIM for Business terms and conditions which state that all **SIMs** are supplied **pre-connected**.
 - Quality of **service** parameters are not included in the terms, however customers can check coverage/**service** levels pre-sale and at any time during the **service** through the coverage checker tools and used in pre-sale coverage discussions.

Network Management Procedures

- C1.2 (e) to avoid overfilling the **network** link, fair use policies are put in place and can be found in the **acceptable use policy**. Where necessary, other packages have a defined usage limit to avoid overfilling a **network** link. Fair use policies are incorporated by cross reference (see clause 10.1.1 of these Mobile SIM for Business terms and conditions).

Customer Support Services

- C1.2 (f) support for the **services** is limited to the provision of a replacement **SIM** where the same is defective due to faulty

Terms and Conditions

materials or workmanship as set out in clause 12.1 of these Mobile SIM for Business terms and conditions.

Restrictions on the use of terminal equipment supplied

- C1.2 (g) We will not provide you with terminal equipment as part of the **services**.

Recording Personal Data in Directories

- C1.2 (h) You have the option to elect for your entire account to be included in the BT directory (or any equivalent directory). If, during the life of the contract you want your account to be included in the BT directory you may contact Customer Services to action this.

Prices, Tariffs and Payment

- C1.2 (i) Price tariffs are contained in the **price guide**, as updated from time to time. Payment methods are set out in the **order form**.

Payment methods

- C1.2 (j) clause 8.5 of these Mobile SIM for Business terms and conditions set out accepted methods of payment; there is no difference in cost between payment methods.

Contract Term, Renewals and Termination

- C1.2 (k)(i) Clause 3.1 of these Mobile SIM for Business terms and conditions set out the duration of the **agreement**. The **agreement** continues until it is terminated (or until the last remaining **service** expires). Clauses 16 and 17 of these Mobile SIM for Business terms and conditions set out the position in respect of termination and the consequences of termination.

Promotional terms and any minimum usage or duration required for benefits are covered in the **price guide**.

Charges for Portability/Other Identifiers

- C1.2 (k)(ii) You will not be charged for portability of numbers.

Cancellation Charges

- C1.2 (k)(iii) **Charges** due on cancellation of the **Agreement** are set out in clause 8.11 of

these Mobile SIM for Business terms and conditions.

Remedies for Service Level failures

- C1.2 (l) there is a process in place within Customer Services for failed or delayed porting. If you have issues with porting you should contact Customer Services on 0800 052 0800. Full details of the switching policy and how to claim compensation for delayed ports is available at:

<https://www.virginmediabusiness.co.uk/mobileswitch>

Settling Contractual Disputes

- C1.2 (m) Clauses 30 and 31 of these Mobile SIM for Business terms and conditions set out the procedures for the settlement of disputes in respect of the **agreement**.

Our Response to Security or Integrity Incidents or Threats and Vulnerabilities.

- C1.2 (n) Security measures against unauthorised or unlawful processing of **users'** Personal Data and against accidental loss or destruction of or damage to **users'** Personal Data is covered by clause 21.6 of these Mobile SIM for Business terms and conditions. In the event of a Personal Data security breach by us that affects you, we will notify the relevant authorities and you in writing. A security breach of a **users' Personal Data** does not give you the right to terminate the **agreement**.

Thank you

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Registered in England and Wales No. 01785381



BUSINESS