

SoHo & SME

The purpose of this document is to help you navigate our standard terms and conditions which apply to your order and the service. You can find these on our website at

www.virginmediabusiness.co.uk/General/Legal/Legal-info/SoHoSME.

This guide also summarises some of our standard terms and conditions to highlight how the contract will be formed, how the service will be delivered, and your and our obligations relating to important matters such as data protection, liability, and ending the agreement or cancelling the service.

This guide does not contain the full terms and conditions that apply to the service and is not a substitute for them.

1. Definitions and interpreting this document

1.1 In this guide:

- 1.1.1 terms printed in bold have the meanings given in our standard terms and conditions; and
- 1.1.2 any reference to a clause is to the relevant clause in the standard terms and conditions unless this guide says otherwise.

2. The agreement

The **agreement** between you and us is made up of the **standard terms and conditions**

www.virginmediabusiness.co.uk/General/Legal/Legal-info/SoHoSME, any **special terms** that apply to the **service** (which will take priority)

www.virginmediabusiness.co.uk/General/Legal/Legal-info/SoHoSME, the **price guide**, the **data sheet** and the **order form**. If you have bought a SoHo & SME bundle, the SoHo & SME bundle terms and conditions will also apply.

3. Ordering the services

To order the **service**, our standard **order form** must be filled in by you or by one of our representatives, based on information you provided.

4. Period of the agreement

4.1 For any particular **service**, the **agreement** will come into force:

- 4.1.1 when you and we have both signed the order form;
 - 4.1.2 when we have sent you an email accepting an order form which you have signed and sent to us;
 - 4.1.3 two days after we have emailed you a filled-in **order form**;
 - 4.1.4 when you start using the **service**; or
 - 4.1.5 when we make the **service** available to you;
- whichever is earlier

4.2 Unless you or we end the **agreement** early (in the way allowed under the **agreement**), it will stay in force for the minimum period (see 4.3 below) and then continue until you or we end it by giving the other at least 90 days' notice in writing. If you do not want the **agreement** to continue beyond the minimum period, you must give us written notice at least 90 days before the end of the minimum period.

4.3 The minimum period is:

- 4.3.1 the period stated on the **order form**, starting on the **service start date**; or
- 4.3.2 if no period is set out on the **order form**, 12 months (24 months for an SoHo & SME bundle), starting on the **service start date**.

5. Installing the service equipment

- 5.1 We will only provide the **service** if:
- 5.1.1 our **survey** of the **site** is satisfactory;
 - 5.1.2 we have the access we need to the **site** (see clause 8);
 - 5.1.3 we are happy with the credit check we carry out (see clause 9.10); and
 - 5.1.4 we are satisfied with the identity checks we carry out (see clause 24.5).
- 5.2 Clauses 4 and 5 set out how the **service** will be installed and tested. Clauses 4 and 6 set out your responsibilities and obligations in connection with the **service equipment** we provide to you, your equipment and the environment the **service equipment** will be installed in.

6. Start of the service

- 6.1 Each **service** will start on the date you use that **service** or the date our **acceptance tests** are passed at the relevant **site** (clause 5), whichever is earlier. That date is referred to as the **service start date**.

7. Paying for the service

- 7.1 Charges for the service are as set out in the **price guide** or as otherwise agreed in writing (including in the **order form**). All payments (except any deposit we charge under clause 9.11) you owe us under the **agreement** must be paid in full, without you deducting or withholding any amount or setting any restriction or condition, within 30 days of the date of the relevant invoice. Full payment terms are set out in clause 9.

8. Liability

- 8.1 Your and our liability to each other is set out in clause 15. In particular, other than in the circumstances set out in clause 15.1 (relating to fraud or fraudulent misrepresentation, death or personal injury, or matters which cannot, by law, be restricted or excluded), your and our

financial liability to each other is limited in each year to:

- 8.1.1 125% of the total **charges** you have paid us during that **agreement** year; or
 - 8.1.2 £100,000;
- whichever is more.

9. Suspending the service

- 9.1 We can suspend all or part of the **service** in the circumstances set out in clause 16. These include, but are not limited to:
- 9.1.1 where there is an emergency (for example, to provide or protect a service to a hospital);
 - 9.1.2 if you have failed to make any payment when it became due;
 - 9.1.3 if you have broken the **agreement**;
 - 9.1.4 if this is necessary to follow instructions issued by the Government, a regulatory authority, an emergency service or other relevant authority.

10. Ending the agreement

- 10.1 Clause 17 sets out the circumstances in which you or we end the **agreement**. In particular, clause 17.4 gives you the right to end the agreement before the end of the **minimum period** for any reason, as long as you pay our **cancellation charges** (as set out in clause 9.17) first.

11. Cancelling part of the services

- 11.1 Clause 21 gives you the right to cancel part or some of the **service** by giving us 90 days' notice in writing. However, you must first pay our **cancellation charges** (in line with clause 9.17) relating to the cancelled part. However, if you have bought an SoHo & SME bundle, you may not be able to cancel part of the **agreement** without paying cancellation charges for all of the services in the SoHo & SME bundle. See clause 4.1 of

Contract guide and summary

the SoHo & SME bundle terms and conditions for more detail.

12. Data protection

- 12.1 Clause 24 sets out how we will collect and deal with your personal information, including how we will:
- 12.1.1 check personal and business records at credit-reference agencies;
 - 12.1.2 check records held by fraud-prevention agencies; and
 - 12.1.3 carry out a search to check your identity.
- 12.2 By ordering the **service** from us you are giving us permission to use your personal information, together with other information from you, for the purposes of:
- 12.2.1 providing you with the **service**, service information and updates;
 - 12.2.2 administration;
 - 12.2.3 credit scoring;
 - 12.2.4 carrying out identity checks;
 - 12.2.5 preventing fraud;
 - 12.2.6 monitoring and improving customer services;
 - 12.2.7 training; and
 - 12.2.8 tracking and assessing the use of our **service** (which includes processing call, usage, billing and interactive information).

13. Governing law

- 13.1 The **agreement** and any obligations arising from or connected with it will be governed by, and interpreted according to, English **law**.

If you cannot go to our terms and conditions and special terms by clicking on the links provided, you can ask for copies by calling our Customer Services desk on 0800 052 0800

If this guide conflicts with the standard terms and conditions, the standard terms and conditions will take priority.

Thank you

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