

Voom Fibre business broadband

Version 3

This document tells you about our Voom Fibre business broadband service. These **special terms**, along with our standard terms and conditions, explain exactly how we'll work with you. We've done our best to cover everything, but if there's anything you'd like to check, just call our Customer Services team on 0800 052 0800.

1. Definitions and interpreting this document

1.1 In these **special terms**, words and terms mean the same as they do in our standard terms and conditions unless these **special terms** give a different meaning.

1.2 Where the following words are printed in bold in these **special terms**, they have the meanings set out below.

acceptable use policy is the document which sets out the rules for using the **service**.

BT means British Telecommunications plc.

Bolt-on means one of the extras set out in the price guide that you can select to supplement the basic package under your chosen Option subject to you paying the additional fee set out in the price guide

CPS service (carrier pre-select service) is a service that lets you make calls over our network even though your offices may be outside the area our network covers.

communication service means any service offering communication facilities designed to allow people to communicate with others, including by email and through forums and online communities.

CPE (customer premises equipment) means equipment you buy from us for you to use with the **service**.

early termination charge means the fee set out in the price guide payable by you for terminating your Option before the end

of its minimum term in addition to our standard cancellation charges

fault response time Bolt-on means the Bolt-on reducing the timeframe during which we aim to resolve faults as set out in more detail in the price guide

initial start date means the service start date of the first service (or part of that service) to be installed under a particular order form.

install cost means the fee set out in the price guide payable for installation of service equipment and CPE at the start of an Option

internet service means our internet service forming part of the **service** from time to time.

internet software means our software supplied to you in connection with the **internet service**.

LAN means the local area network, which is a wired ethernet network on your side of the **NTE**.

linked sites means third party websites that can be visited from links on **our website**.

minimum term means 24 months from the initial start date unless you have added the Bolt-on for a 12 month term as set out in more detail in the price guide

NTE (network terminating equipment) means the service equipment or CPE that connects to our communications network and allows you to connect your internet protocol devices (such as switches, personal computers and printers) to our communications network.

Offending material means material which:

- (a) is inaccurate, indecent, abusive, obscene, menacing or otherwise offensive, or which could damage a person's or organisation's good reputation;
- (b) breaks a confidence, copyright or other intellectual property right, privacy or any other right of any third party;
- (c) breaks any law (including the Computer Misuse Act 1990) or the **acceptable use policy**; or
- (d) could harm our communications network or any other third party's system, including material containing a virus.

Option means one of the pre-defined combinations of services as set out in the price guide before the addition of any Bolt-ons.

portal means the first website you reach when using the internet service.

premium install service means the service where we configure up to 15 of your devices into a stand-alone wired or wireless network and link this to your broadband service through the service equipment or purchased equipment.

price guide means the guide to Option details, prices and Bolt-ons published from time to time on <https://www.virginmediabusiness.co.uk/legal/terms-and-conditions/>

RIPE NCC means Réseaux IP Européens, which is an organisation that supports the infrastructure of the internet.

supplemental terms means any extra terms and conditions (other than these special terms and our standard terms and conditions) set out on our website that apply to the service or one of the Bolt-ons.

WLR service (wholesale line rental service) is a service where you have BT lines through us and use the CPS service so we bill you for those lines and the calls made on them.

WLAN a wireless local area network on your side of the NTE

- 1.3 Clause 1.2 of our standard terms and conditions does not apply to the service. 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.

- 1.3.1 Any supplemental terms
- 1.3.2 The order form
- 1.3.3 The price guide
- 1.3.4 The special terms
- 1.3.5 The acceptable use policy
- 1.3.6 Our standard terms and conditions

2. Selection of Options and Bolt-ons

- 2.1 Details of the different Options and the Bolt-ons that you can add to them are set out in the price guide. We may change the terms and conditions applicable to the Options and Bolt-ons from time to time. Clause 9.3 of our standard terms and conditions will apply
- 2.2 Other than Phone and Call Packages, all Bolt-ons will terminate on the same day as your chosen Option.
- 2.3 Our Voom Fibre Business Broadband gives you the fastest speed that we can offer in your area. Depending on your location this may be up to 200Mb, up to 300Mb or a maximum of up to 350Mb.
- 2.4 At the time you select your Option (before you enter into the contract), we will confirm to you the actual download and upload speeds available to you, based on your postcode. If, during the minimum term of your Option, upgrades to our network mean that we can offer faster services in your location (subject always to the 350 Mb maximum) then we will roll these speeds out to you over time.

3. Connection of the internet service

- 3.1 Unless you and we agree otherwise in writing you must not have more than one item of **CPE** connected at a site for use with the **internet service**. You must make sure that the **CPE** is switched on at all times
- 3.2 We may provide the Service to you through:
- 3.2.1 a cable modem; or
- 3.2.2 a cable gateway **NTE** device; which is connected by coaxial cable to our communications network
- 3.3 On the cable modem or cable gateway **NTE** device, the network termination point (the point beyond which we will have no liability for the equipment) is the communications port to the **LAN** or **WLAN**. This will be an RJ45, ethernet or communications port, or an IEEE802.11 wireless access port
- 3.4 You are responsible for configuring your **LAN** or **WLAN** and your apparatus unless we have agreed to provide the **premium install service**
- 3.5 You will always be responsible for maintaining your **LAN** or **WLAN**.
- 3.6 If we provide the **premium install service** you must comply with clause 4.2 below. If you do not comply and we are unable to complete the installation, we will be entitled to charge you the full charges for the premium install service and an extra fee for any further site visits that may be needed to complete the installation

4. Your apparatus for the internet service

The following apply in addition to the provisions relating to **your apparatus** in our standard terms and conditions

- 4.1 Unless we agree otherwise with you in writing, you must not connect more than 30 (or any other number stated in the **order form**) devices, such as personal computers, to the equipment. If you break this clause, we will be entitled to end the **agreement**.

- 4.2 You agree that before you connect to the **service**, you will do the following.

- 4.2.1 Make sure that the devices you are going to connect to the equipment have operating systems and software supported by the original supplier, and have all recommended security patches and protection, such as antivirus. We are not liable for any damage caused by you failing to secure your network and systems when connecting to our **communications network** or equipment
- 4.2.2 Make sure your devices have a suitable network connector, and install network interface cards (NICs) or wireless network adapters if necessary
- 4.2.3 At the time of the installation, we will not supply any services other than those set out on the **order form**. We will only connect and configure devices that meet the requirements set out in our **service literature**. We do not guarantee that **your apparatus** can be connected and configured to work with the equipment.
- 4.2.4 When connecting your devices, we will create new wired or wireless networks. We will not connect to, or extend, any existing network
- 4.2.5 You must give us all the access and information we need for the installation, including necessary passwords and administrator access to **your apparatus**. If you do not provide this access or information when we need it, this may result in us not being able to complete the installation. In this case we will be entitled to charge you an extra fee for any further site visits that may be needed to complete the installation

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- 4.3 If you are adding the **service** to your own local network, you must first make any necessary checks with your network administrator.
- 4.4 You are responsible for getting all computer and other equipment or services necessary to use the **service** properly.
- 4.5 If you have bought equipment from us, we will replace it if it becomes faulty (unless this is due to your default or misuse) within 12 months of the date you bought it. We have no other responsibility for maintaining **purchased equipment**.

5. Providing the service

- 5.1 It is technically impractical to provide the **service** free of faults, and we do not guarantee to do so. If there is a fault in the **service**, you should report it by phoning the customer support number set out in the **service literature** or any other number we specify from time to time. We will then use our reasonable efforts to explain how you can correct the fault yourself, or to repair the fault in line with the **service literature**.
- 5.2 We do not guarantee that the **service** will not be interrupted or that any messages information transmitted through the **service** will be transmitted accurately, reliably or in time.
- 5.3 If an access rate (speed) of the **internet service** (or part of it) is specified on the **order form**, you accept that the actual rate may be reduced:
 - 5.3.1 by conflicts within our network and in other internet networks; or
 - 5.3.2 by rate adaptation of the modem.

You accept that burst rates depend on the specific way you access the **internet service**. You accept that your connection to the internet may automatically time out if you have not used it for a long time. You will then need to reconnect to the internet. You also accept that there may be other technical limits. We will use our reasonable efforts to keep you informed of any such limits

- 5.4 The **internet service** gives you to access to the internet, services provided by third parties and other materials. Apart from any website controlled by us, we do not

control and are not responsible for the content of material you get by using the **internet service**. You are responsible for making a decision on the suitability, quality or legality of accessing, viewing or downloading any material from the internet

- 5.5 We can change phone numbers or dialling codes, or the specification of the **service**, for operational reasons. We reserve the right to use premium rate numbers and off-shore call centres.

6. Service start date and paying for the service

- 6.1 We can start charging for all services ordered on a particular **order form** from the **initial start date**.
- 6.2 Monthly payments for Bolt-ons (as specified in the price guide) are required 30 days in advance from the initial start date other than where you add a Bolt-on part way through a month. The cost for that part month will be pro rata'd and that cost added to your next payment. We will invoice you for the installation charges for all services ordered on a particular **order form** on or around the **initial start date** or any other date we give you
- 6.3 If you have added a phone line and call package
 - 6.3.1 As well as the charges you are liable for, you must also pay all of any third-party operator's charges arising in connection with or as a result of you using the **service**; and
 - 6.3.2 we will invoice you for call charges (if any) monthly in arrears from the **initial start date**. These charges will be based on your use of the **service** as recorded by us
- 6.4 We invoice you for the price of the **CPE** on or around the date we deliver the **CPE**
- 6.5 We will invoice you for any other charges as set out in the **price guide** or as otherwise agreed in writing.

7. Changing Options and Bolt-ons

7.1 Once you have selected an Option, you cannot change to a different Option before the end of the minimum term, unless you cancel your existing Option, pay the charges referred to in clause 8.2 and sign up to a new Option. You can add Bolt-ons to your Option at any time during the minimum term as follows:

- 7.1.1 A Phone line and associated call packages can be added to your Option as set out in the Price Guide.
- 7.1.2 You can add Bolt-ons (other than a Phone Line) during the minimum term if they are shown in the Price Guide as available with your chosen Option by completing a new Order Form. We will confirm any changes and when they will take effect by email

8. Ending the agreement early and cancellation charges

- 8.1 You cannot end the Agreement for only part of the Service. Clause 21.2 of our standard terms and conditions will not apply to Voom Fibre Business Broadband.
- 8.2 If you terminate your Option before the end of the minimum term you will pay to us the cancellation charges under clauses 17.4, or 17.6 of our standard terms and conditions plus the early termination charge

9. Trademarks and Logos

The image, logos and names on our website which identify us, members of our group of companies or third parties and our or their products and services are our or their official company marks. Nothing contained on our website gives you any licence or right relating to that image, logo or name.

10. Using the service

As well as the provisions in our standard terms and conditions that relate to you using the **service**, the following also apply.

10.1 You must make sure any use of the **service** keeps to the **acceptable use policy**. You are bound by any changes we make to the **acceptable use policy**. We will put notice of those changes on **our website**.

Any changes will come into effect 30 days from the date we put notice of them on **our website**. If a change to the **acceptable use policy** is to your material detriment (that is, you are significantly worse off), you can end the **agreement** under clause 20.2 of our standard terms and conditions

10.2 Without affecting the general nature of clause 11.3 of our standard terms and conditions, you agree not to use the **internet service**, and not to let any other person use it, to store or reproduce any **offending material**

10.3 We can monitor and inspect any website hosted by the **internet service**. If we believe that you have broken clause 10.2, we may (but are not obliged to):

- 10.3.1 remove the relevant material, data, images or information;
- 10.3.2 suspend or stop providing the **service** or any part of it; and
- 10.3.3 end the **agreement**; without giving you notice.

10.4 You are responsible for getting all necessary material, data, images and information you need to use the **service**, including for the design of any website

10.5 You must get and maintain all permissions or licences you need (including permission from any relevant copyright holders, music-licensing authorities and performers' representatives) in connection with the content of communications transmitted through the **service**. You will indemnify us for any loss or damage we suffer as a result of not meeting your obligations under this clause 10.5, Clause 15.4 of our standard terms and conditions will not apply to the indemnity in this clause 10.5

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- 10.6 If you break clause 10.1, we may suspend or end the **agreement** without giving you notice.
- 10.7 Without having any obligation to do so, we can block access to, or edit, refuse or remove any material from our communications network (including webspace and mailboxes) which we have reason to believe could break this **agreement** or the **acceptable use policy**
- If we receive a complaint about any material published or transmitted using the **service**, we will be entitled to take such action without investigating the complaint
- 10.8 Without having any obligation to do so, we can filter emails and remove any email which:
- 10.8.1 contains, or is suspected of containing, a virus; or
- 10.8.2 we consider 'email spam' as referred to in the **acceptable use policy**
- 10.9 Ownership of and intellectual property rights in the content you get access to using the **service** belongs to the owner of the content and may be protected by copyright or other law. The **agreement** gives you no rights to such content
- 10.10 You must not go over any limits relating to:
- 10.10.1 the use of the bandwidth or capacity;
- 10.10.2 the connection of **your apparatus**; or
- 10.10.3 any other limitation set on the bandwidth, capacity or connection;
- as part of any package or promotion we provide the **service** under
- 10.11 You accept that the **internet service** may be supplied on a shared server and that your use of the **service** may be affected by the level of access by other users
- 10.12 Where your Option provides you with a dynamic IP address, all **your apparatus** connected to our equipment must be configured to get an IP (internet protocol) address automatically every time the **internet service** is used. You must maintain that configuration of **your apparatus** at all times.
- 10.13 If your Option provides you with static IP addresses you will have the same IP address (a static IP address) for your apparatus each time the **internet service** is used
- 10.14 Despite clause 10.13 above, we will not be liable for any change we make to any IP address (including a static IP address) if
- 10.14.1 the change is needed because we are upgrading or maintaining our communications network or for any operational reason, in which case we will use our reasonable efforts to give you at least 14 days' notice of the change; or
- 10.14.2 the identity of the IP address is affected by any change in configuration or functioning of **your apparatus** or any other action taken by you
- 10.14.3 you choose to move between different levels of static IP addresses eg changing from single static IP address to 13 static IP addresses or vice versa. Any such changes will result in changes in the IP address number range issued for your use
- 10.15 We can, without giving you any notice, disconnect or suspend the **service**, or end the **agreement**, if we reasonably believe that you have broken or are breaking clause 10.10 above
- 10.16 We allocate IP addresses to you only for the purposes of, or in connection with, the **internet service**. The **agreement** does not give you any right to any of the IP addresses, and you may not sell or transfer (or try to sell or transfer) them to any person. If all of the **agreement**, or the part of it relating to any of the **internet service**, ends for whatever reason, the IP addresses will return to us
- 10.17 If, as part of the **service**, we give you a static IP address:
- 10.17.1 you must give us registration information and any changes

in the registration information;
and

- 10.17.2 you agree that some or all of the registration information can be published in **RIPE NCC's** database

11. CPS service – online statistics

- 11.1 You accept that we may not be able to provide online reports as part of the **service**, or the reports may contain some inaccuracies or be delayed. We will not be liable for this.
- 11.2 From time to time we may tell you about unusual patterns of use of the **CPS service**, but we will not be liable for any failure to do so. If we do tell you about any unusual pattern which we suspect is fraudulent or unauthorised, you will be responsible for investigating the circumstances and taking any appropriate action. Without affecting the general nature of clause 11.9 of our standard terms and conditions, we will have no liability in connection with the use of the **CPS service**

12. Wholesale line rental service

- 12.1 If you receive the **WLR service**, you agree that all categories of calls made using the **BT** lines we use to provide that **service** must be made through our **CPS service**
- 12.2 For the whole duration of the agreement for the **WLR service** you must not override the **CPS service** or otherwise take or allow any actions to direct calls away from the **CPS service**
- 12.3 If you break clause 12.2, we will (without affecting our other rights under the **agreement**), for the rest of the term of the **WLR service**, be entitled to charge you call charges. Those call charges will be the average monthly call charges over the three months before you broke the clause, or any other amount we reasonably decide if there have not been call charges for the full three months.
- 12.4 All service levels and any remedies available to you if we do not meet these

service levels are the same as those offered by **BT** for the same maintenance service option of their 'wholesale access service'. Where **BT** is not liable for failing to meet its service levels, we will have no liability to you either. **BT's** service level agreement for its wholesale access service is on its website.

- 12.5 If you need any extra features or higher service levels for the **WLR service**, and those features or service levels would give rise to extra charges from **BT** to us, you must pay our extra charges at the time for those features or services.
- 12.6 Unless we agree otherwise, all provisions in the **agreement** which relate to **purchased equipment** and **your apparatus** will apply to the **CPE** you buy.

13. Supplemental Terms

If any **supplemental terms** apply to the service, they will form part of the **agreement** between you and us. You must keep to those **supplemental terms**.

14. Linked Sites

- 14.1 **Our website** or **internet service** may give you access to **linked sites**. We have no control over those **linked sites** and we will not be liable for the contents of any **linked site**. You are always responsible for making a decision as to the suitability, quality or legality of any material or services on **linked sites**
- 14.2 Any dealings with third parties (including advertisers) included within or accessed through **our website** or **internet service**, and any terms, conditions, assurance or guarantees associated with those dealings, are between you and the relevant third party. We will not be involved in those dealings or have any liability in connection with them. You are responsible for keeping to any acceptable use policy or terms and conditions relating to using **linked sites**

15. Keeping to the law

- 15.1 You must not post, publish, upload, distribute, transmit, re-transmit or store material on or through any of our systems, services or products, or those of any member of our group companies,

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if this would break any law or regulation that can be enforced in the United Kingdom.

- 15.2 You must own, or have all the necessary rights to, any material you post, upload, input or provide on any website we host

16. Disclaimer

We do not control or endorse the content, views, messages or information found in any **communication service**. We do not have any liability in connection with the **communication service** or any losses or damages arising as a result of you using the **communication service**.

17. Limits of liability

As well as the limits of liability set out in our standard terms and conditions, the following also apply to our liability for loss or damage.

- 17.1 Without affecting the general nature of clauses 15.1 to 15.9 of our standard terms and conditions, we will not be liable for loss or damage to you or your business as a result of unauthorised access, failures of security measures or online attack (through the internet, the **service** or otherwise) to your business systems, data, information or other materials. You are responsible for protecting yourself as you think fit.
- 17.2 We will have no liability in relation to the accuracy, content, quality, completeness, fitness for purpose or legality of any information or services you get access to using the **internet service** or the **portal**. We will have no liability for material that you transmit or receive, or any failure to transmit or receive any material.
- 17.3 We do not guarantee that the **portal** or the services of any third party will always be available, and so will have no liability if they are not available. If you get access to any third party's information or services through the **internet service**, you will be bound by that third party's terms and conditions, if any. You will be responsible for keeping to those terms and conditions. We will have no liability in connection with any third party's information or services.
- 17.4 The information, **internet software**, products and services (and related graphics) included in or available through **our website** and the **internet service**

may include inaccuracies or typographical mistakes. From time to time we make changes to **our website** and **internet service**. We provide no guarantee as to suitability, reliability, availability, accuracy, timeliness, fitness of purpose or lack of viruses or other harmful components of the information, **internet software**, products and **internet service** (and related graphics) contained in or available through our website or the **internet service**.

- 17.5 We will have no liability for:
- 17.5.1 any **offending material** on a third party's website;
 - 17.5.2 the conduct of any third party; or
 - 17.5.3 a third party's rights being infringed (broken, limited or undermined)
- 17.6 We will also have no liability for any content a third party sends or provides on **our website** or through the **internet service**

18. Ordering the Voom Fibre Business Broadband service and term of the agreement

- 18.1 In relation to the business broadband service, clauses 3.1 to 3.3 of our standard terms and conditions will be considered to be amended to read as follows:
- "3.1 For any particular service that is part of the Voom Fibre business broadband service, the **agreement** will come into force when:
 - 3.1.1 you sign the **order form**;
 - 3.1.2 you (or our representative if we are installing the **service** for you) click the 'accept' (or equivalent) button or complete any other
 - 3.1.3 you start using the **service**; or

- 3.1.4 the **service** becomes available to you;
whichever is earlier.
- 3.2 Unless you or we cancel the **agreement** early (in the way allowed under the **agreement**), it will stay in force for the **minimum term** and then continue until you or we end it by giving the other at least 90 days' notice in writing (a "rollover"). If you or we do not want the **agreement** to continue beyond the **minimum term** written notice must be given at least 90 days before the end of the **minimum term**
- Any such notice you give us must be given to customer services in line with clause 22 below.
- Any rollover will include your existing Bolt-ons unless you have told us otherwise at least 30 days in advance. Prices and terms for any rollover of Options and Bolt-ons shall be on the terms and at the prices shown in the then current price guide unless we agree otherwise
- 3.3 The **minimum term** is:
- 3.3.1 the period stated on the **order form**, starting on the **initial start date**; or
- 3.3.2 if no period is set out on the **order form**, 24 months, starting on the **initial start date**."

19. Changing the agreement or Business Broadband Service

- 19.1 Despite the provisions relating to notices in clause 22 of our standard terms and conditions, we can give notice of changes to the **acceptable use policy** and the **price guide** by putting the changes on **our website**. You should regularly check the up-to-date versions on **our website**. If you are planning on signing up to new Bolt-ons or your Option is about to rollover (see clause 18 above) then you should check the up-to-date price guide on our website.

Thank you

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