

Professional Services

Version 4

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 Professional Services standard terms and conditions and the special terms referred to on your order form, and the service level agreement referred to in this document, all apply to the equipment and 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 as well. 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 This document contains the **standard terms and conditions** for 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 **professional services** you buy from us, as set out in the **statement of work**.
- 1.2 The **agreement** between you and us is made up of:
- 1.2.1 the standard terms and conditions;
 - 1.2.2 service literature
 - 1.2.3 the statement of work and;
 - 1.2.4 the order form.
- 1.3 Where the following words are printed in bold in the **agreement**, they have the meanings set out below.
- agreement** has the meaning set out in clause 1.2.
- cancellation charges** means the **charges** that apply if an **order** is cancelled or the **agreement** ends, as set out in clause 8.13.
- charges** means our charges from time to time (including **cancellation charges** for the **professional services**), which may

be calculated on a **time and material charges basis**.

customer delivery date means the date the **deliverables** are delivered to you.

customer dependencies means any customer dependencies detailed in the **statement of work**.

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 **professional services**, 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.

deliverables means the deliverables as set out in the **statement of work**.

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

Standard terms and conditions

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).

intellectual property rights means any rights and interest in patents, trademarks, service marks, trade and business names, rights in design, copyright, database rights, know-how and any other similar right (whether existing or applied for, or there is a right to apply to be registered) and any similar rights to those rights under any other jurisdiction.

law means any relevant law, regulation, guideline or code of conduct (whether or not they are legally binding) which applies to us or you in any jurisdiction.

materials means any material, in whatever form, including **service literature**, the **statement of work**, processes, reports, manuals, drawings, information and instructions.

milestone means an event or task as set out in the **statement of work** which, when completed, may result in the payment of the relevant **milestone payment**.

milestone payment means a payment of **charges** that is payable on the completion of a **milestone** as set out in the **statement of work**.

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.

order means an order you have placed and we have accepted in line with clause 3.

order form means our order form.

our website means www.virginmediabusines.co.uk or any other web address we tell you about from time to time.

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

processing has the meaning set out in the **data protection legislation** and

process, processes and **processed** shall be construed accordingly.

professional services means the services, including **deliverables**, supplied by us to you, as set out in the **statement of work**.

schedule payment means payment that is payable in accordance with a time based schedule as set out in the **statement of work**.

service literature means any up-to-date data sheet, service description, specifications, brochure, user guide, instructions or other information that we publish in connection with the **professional services**.

site means any site where we provide the **professional service** to you.

standard terms and conditions means the terms and conditions set out in the main body of this document.

statement of work means the document which describes the **professional services**.

time and material charges means regular **charges** that are derived from daily fees for **professional services** that attract one or more **schedule payments**.

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

1.4 In the **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 takes over our business.

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

Standard terms and conditions

- 1.6 The headings of clauses and paragraphs are for convenience only and do not affect their meaning.
- 1.7 Where in the **agreement** you agree not to do something, you must not allow any other person to do it either. You must use your reasonable efforts to prevent any other person doing it.
- 1.8 If there are any inconsistencies between the documents making up the **agreement**, unless the **agreement** states otherwise, the documents will take priority in the following order.
- 1.8.1 The statement of work
 - 1.8.2 These standard terms and conditions
 - 1.8.3 The order form
 - 1.8.4 The service literature.

2. Scope of the agreement

- 2.1 The terms of the **agreement** apply to your **order** for, and our supply of, the **professional services**.

3. Ordering the professional services

- 3.1 You must provide us with as much information as we reasonably request in order to prepare a **statement of work**. Following receipt of the required information, we will, as soon as reasonably practicable, provide you with a **statement of work**.
- 3.2 To order the **professional services** based on the **statement of work** you must fill in our **order form**.
- 3.3 We may charge for the preparation of the **statement of work** on a **time and materials** basis in accordance with our standard daily fee.
- 3.4 If we provide any **professional services** without receiving an acceptable **order form** from you, we will provide the **professional services** in line with the **statement of work** and the terms of the **agreement**.
- 3.5 No terms and conditions set out in any customer documentation will be incorporated into the **agreement**.

- 3.6 Unless an **order** is for a change to the **agreement** under clause 19, the **agreement** will come into force when:
- 3.6.1 you and we have both signed the order form; or
 - 3.6.2 we have sent you an email accepting an order form you have signed and sent to us; or
 - 3.6.3 we start to provide the professional services;
- whichever is earlier.
- 3.7 You can cancel all or part of the **order** or end the **agreement** at any time by giving us written notice. If you do this, you must pay us any **cancellation charges** that apply (see clause 8.13).

4. Providing the professional services

- 4.1 Once the **agreement** has come into force in accordance with clause 3.6, no amendment shall be made to it other than in accordance with clause 19.
- 4.2 We will only provide the **professional services** if:
- 4.2.1 the **agreement** has come into force in accordance with clause 3.6;
 - 4.2.2 we are satisfied with your credit status, based on the credit checks we carry out (see clause 8.5);
 - 4.2.3 we are satisfied with the identity checks we carry out (see clause 18.6); and
 - 4.2.4 we have the access we need to the **site** (see clause 7).
- 4.3 If we ever reasonably believe that you are not meeting the requirements of clauses 4.2.2 to and including 4.2.4, we may immediately cancel an **order** or end the **agreement** (or any part of it) by giving you written notice. We will not be liable for any consequences of doing this. Unless you have broken clause 4.2.4 you will not have to pay **cancellation charges** if we cancel an **order** or end the **agreement** under this clause 4.3.
- 4.4 If the performance of any of our obligations under this **agreement** is delayed by your acts or omissions or your failure to perform any relevant

Standard terms and conditions

obligations, including fulfilling any **customer dependencies**, we may suspend performance of the **professional services** until you remedy the cause of the delay and/or cancel the **order** and/or end the **agreement** without any liability to you.

- 4.5 Any **milestone** date(s) and/or estimated **customer delivery date(s)** are not binding on us. We are not liable to you if we do not meet any of those dates.
- 4.6 If on any agreed date you do not allow us to carry out work, we may charge you a call-out fee together with any reasonable costs arising as a result of your failure, including but not limited to, costs incurred from our subcontractor and/or third party.
- 4.7 We will provide the **professional services** with reasonable skill and care.

5. Accepting the professional services

- 5.1 You will be considered to have accepted the **professional services** when we deliver the **deliverables**.

6. Preparations for the professional services

- 6.1 You are entirely responsible for the security of access to your information technology systems, the integrity of information stored on those systems, and security from corruption, change and abuse of your systems and information.

7. Access to the site

- 7.1 Where the **statement of work** specifies that we require access to a **site** to provide professional services;
 - 7.1.1 You agree to give us access to the site, after we have given you reasonable notice, so that we can meet our obligations under the agreement. If any person who appears to have authority gives us access to the site, we will consider that person to have your authority to give us access.
 - 7.1.2 You and we agree to follow all reasonable instructions we or

you give to the other while on the site.

- 7.1.3 You must provide a safe and suitable working environment for us at the site. You must also make sure that the proper environmental conditions and an appropriate power supply are maintained at the site so that we can provide the professional services.
- 7.1.4 If you find out that our access to the site will be limited you must tell us as soon as possible. We will not be liable for any delay in providing, or failure to provide, some or all of the professional services if the delay or failure is caused by us having limited access or no access to the site.
- 7.1.5 We will cause as little damage as reasonably possible and will make good any damage that we cause at the site. We will take reasonable care to make sure we do not unreasonably interfere with your business at the site.

8. Paying for the professional services

- 8.1 All payments you owe us under the **agreement** must be paid in full without you deducting or withholding any amount or setting any restriction or condition.
- 8.2 You must pay our **charges** by the method of payment set out in the relevant invoice. If you make a payment by a different method, we may refuse to accept it or charge an extra administration fee.
- 8.3 Unless we have agreed otherwise with you in writing, we (or our **group company** acting on our behalf) will invoice you for:
 - 8.3.1 any milestone payment on or after the completion of the milestone; and/ or
 - 8.3.2 any schedule payment that becomes due.
- 8.4 Unless we have agreed otherwise in writing, you must pay us (or the group

Standard terms and conditions

- company appointed for this) all charges within 30 days of the date of the relevant invoice.
- 8.5 We may carry out credit checks on you. We accept no liability for the accuracy of information we receive from credit reference agencies. If, at any time before or during the term of the **agreement**, you do not meet the standard of creditworthiness we consider to be acceptable, in addition to our rights under clause 4.3, we also have the right to:
- 8.5.1 require you to pay regular instalments towards future **charges**; and
- 8.5.2 apply any other restrictions we consider appropriate.
- 8.6 If you do not make a payment when it is due, we may, without affecting our other rights and remedies, charge you:
- 8.6.1 a late-payment administration fee; and
- 8.6.2 interest, charged at 4% above Barclays Bank plc.'s base rate for lending, on the overdue amount from the date the payment became due until the date it is paid. Interest will continue to build up even after an **order** (or part of it) is cancelled, or after the **agreement** ends, but not after the overdue amount is paid.
- 8.7 You must pay us all our costs and expenses (including legal costs) of collecting any overdue amounts. Our costs and expenses will continue to build up until you have paid us all overdue amounts you owe us, even if an **order** (or part of it) is cancelled, or the **agreement** ends, but not after the overdue amount is paid.
- 8.8 All **charges** set out in the **agreement** do not include VAT or any other tax that applies. You must pay any such taxes we include in our invoice.
- 8.9 If you ask us to, or make us, delay the planned **customer delivery date**, or if that date is delayed because you have failed to meet your obligations under the **agreement**, including where you have failed to fulfil the **customer dependencies**, you must pay any **charges** that depended on the delayed date no later than the original planned **customer delivery date**.
- 8.10 If at any time you ask us to carry out any work at a time which is not entirely during a **working day**, you must pay our **charges** based on our standard hourly rate that applies for the time of day the work is carried out, as communicated to you.
- 8.11 We may issue either a single invoice or several invoices for the total of the **charges** due under the **agreement**.
- 8.12 If you pay the **charges** by direct debit we may alter your direct debit instruction to reflect the **charges** for the **professional services** at that time. When the **agreement** ends, you are responsible for cancelling any direct debit instruction or other payment arrangement. If you cancel any direct debit instructions in any circumstance other than when the **agreement** ends, you must tell us immediately. If you cancel any direct debit instructions without telling us we may suspend the **professional services** or end the **agreement** by giving you written notice.
- 8.13 If you have to pay **cancellation charges** under clause 4.3 for cancelling all or part of an **order**, or ending the **agreement** before the **customer delivery date** they will be equal the total of the following.
- 8.13.1 All unpaid charges due at the date the order is cancelled or the agreement ends.
- 8.13.2 Any and all charges for the professional services we have already provided.
- 8.13.3 Any other cancellation or termination **charges** referred to in the **statement of work**.
- 8.13.4 Any charges we have incurred from our subcontractor and/or third party in relation to the **professional services**.
- 8.14 If you ask us to carry out billing administration work (including changing how and when we invoice you and providing extra invoice details, reports or copies of bills) and we agree to your request, you must pay our **charges** for the work, as specified by us.
- 8.15 If, as part of the **professional services**, we provide you with an electronic



Standard terms and conditions

invoice, we may charge you for providing a paper invoice.

9. Intellectual property rights

9.1 If, as a result of any **professional services** we provide to you, we or any of our employees or agents create any **materials**, we will own all legal and beneficial rights to them. This includes **intellectual property rights**. If we provide **materials** to help you receive the **professional services** or use the **deliverables**, we grant you a non-exclusive licence to use the **materials** for that purpose only. You cannot transfer the licence.

9.2 **Intellectual property rights** in all software (in whatever form) we provide you with in connection with the **professional services** will remain our property, or the property of our licensor (the person who has granted us a licence for that software). We grant you a non-exclusive licence to use the software for the purpose of receiving the **professional services** or using the **deliverables** and for no other purpose. You cannot transfer the licence.

You agree to keep to our licensor's terms and conditions relating to your use of the software.

9.3 You must:

9.3.1 treat the **materials** described in clause 9.1 and software referred to in clause 9.2 as confidential information (as described in clause 16);

9.3.2 keep to clause 16 in connection with any **materials** and software; and

9.3.3 if an **order** is cancelled or the **agreement** ends for any reason, immediately return all copies of the **materials** and software to us and delete any copies from any computer, smartphone, or other electronic or storage device, you have control over.

9.4 You must not:

9.4.1 reproduce the software, except for archiving or back-up purposes (and in those

circumstances you must make sure that each copy contains all of the original software's proprietary notices);

9.4.2 adapt, modify, translate, reverse engineer, decompile, alter or otherwise tamper or interfere with the software (except where the **law** allows this); or

9.4.3 create work derived from or based on any of the software or any document accompanying it.

9.5 Except where clause 9.7 below applies we will indemnify (fully compensate) you against any damages (including costs) awarded against you or which you agree to pay, in connection with any claim or action against you as a result of us providing the **professional services** or **deliverables** to you infringing (breaking, limiting or undermining) the **intellectual property rights** of a third party (an **intellectual property claim against you**), as long as you do the following.

9.5.1 Give us notice of any such claim or action as soon as possible after you become aware of it (and in any event no later than seven days after becoming aware of it).

9.5.2 Give us, and only us, authority to defend the claim or action, and at no time admit liability or otherwise try to settle the claim or action (unless we have given you written instructions to do so).

9.5.3 Follow our reasonable instructions and give us any help we may reasonably need with the defence, including completing and filing court papers and providing relevant documents.

9.6 We will refund reasonable costs you have to pay in order to keep to clause 9.5.

9.7 We will have no liability to you in connection with an **intellectual property claim against you** if it has resulted from:

9.7.1 your negligence or misconduct;

Standard terms and conditions

- 9.7.2 you failing to meet any of your obligations under the **agreement**;
- 9.7.3 you combining, operating or using the **professional services or deliverables** with services, content, designs, specifications, software, devices or equipment we have not supplied or authorised;
- 9.7.4 you using the **professional services or deliverables** for a purpose other than that which the **professional services or relevant deliverables** were provided for;
- 9.7.5 any alteration or adjustment to the **professional services or deliverables** if the alteration or adjustment was not made or authorised by us; or
- 9.7.6 you breaking the **law**.
- 9.8 If an intellectual property rights claim is made against you, we will be entitled, at our own expense, to:
- 9.8.1 gain the right for you to continue receiving the **professional services** or using the **deliverables**; and/or
- 9.8.2 alter or adjust the **professional services or deliverables** so it no longer infringes the third party's **intellectual property rights**, as long as the alteration or adjustment does not significantly restrict the scope of the **professional services** or features or performance of the **deliverables**.
- 9.9 If we reasonably believe that we cannot exercise any of the options set out in clause 9.8, we have the right to either give you notice in writing to immediately cancel the part of the **order** we have not fulfilled yet, or to end the **agreement** by giving you 30 days' notice in writing.
- 9.10 We will not have to provide any **professional services or deliverables** to you (even if we have accepted your **order** for it) if we know, or reasonably believe, that if we did so that will (or is likely to) result in an **intellectual property claim against you**. In such case we would have the right to immediately cancel the **order** or end the **agreement** (as appropriate) without liability to you.
- 9.11 You must indemnify us against any damages (including costs) awarded against us, or which we agree to pay, in connection with any claim or action against us as a result of us providing the **professional services or deliverables** which infringe the **intellectual property rights** of a third party (an **intellectual property claim against us**) if that claim or action arises from:
- 9.11.1 work we carried out in line with instructions or specifications you gave us; or
- 9.11.2 you connecting or using your own equipment or software with the **professional services or deliverables**.
- 9.12 We will contact you within seven days of us becoming aware of an **intellectual property claim against us** which you are liable for under clause 9.11, and we will:
- 9.12.1 not admit anything relating to the intellectual property claim against us;
- 9.12.2 allow you to conduct or settle all negotiations and proceedings, as long as you provide us with reasonable security for all associated costs and damages; and
- 9.12.3 give you all reasonable help in handling the **intellectual property claim against us**.
- 9.13 You must refund reasonable costs we have to pay in order to keep to clause 9.12.
- 9.14 The **professional services** may involve software, services, technical information, training materials or other technical data which the United States of America Export Control Regulations, or the **laws** or regulations of another country, apply to. You must not download or export the software, or any underlying information or technology except in keeping with all United States **laws** and other **laws** that apply.



10. Preventing bribery

- 10.1 You and we must not pay, offer, promise to pay or authorise 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 you or us to break anti-corruption **laws**.

11. Limits of liability

- 11.1 Nothing in the **agreement** will limit or exclude your or our liability for:
- 11.1.1 fraud or fraudulent misrepresentation;
 - 11.1.2 death or personal injury resulting from your or our own negligence (as defined in section 1 of the Unfair Contract Terms Act 1977);
 - 11.1.3 not meeting the requirements of section 12 of the Sale of Goods Act 1979; or
 - 11.1.4 matters which cannot, by **law**, be restricted or excluded.
- 11.2 Except where the **agreement** states otherwise, all warranties, guarantees, assurances, conditions, undertakings and terms (whether expressed or implied) relating to the **professional services or deliverables** (including any software used in them) are excluded to the fullest extent allowed by **law**.
- 11.3 Except as set out in clauses 11.4 and 11.5, we accept liability for direct physical damage to your property and the **site** only where the damage arises solely and directly from our negligence or the negligence of our employees, agents or contractors acting in the course of their employment.
- 11.4 Except in connection with indemnifying us for any amounts under clause 9.11, and except where clause 11.1 applies, your or our total liability to the other (except for your liability to pay our **charges**), whatever the type of claim (including in respect of contract,

negligence or otherwise) will be limited to:

- 11.4.1 125% of the total **charges** you have paid under the **agreement**; or
 - 11.4.2 £50,000; whichever is more.
- 11.5 Despite the above, you and we will not have any liability (except under clause 11.1 and except for your liability to pay our **charges**) arising out of or in connection with the **agreement**, for the following.
- 11.5.1 Any direct or indirect loss of or damage to:
 - (a) business, production, working time, data or expected savings;
 - (b) goodwill, opportunity or contracts;
 - (c) revenue; or
 - (d) profits;whether or not that loss or damage could have been anticipated.
 - 11.5.2 Any direct or indirect loss or damage arising from:
 - (a) data being destroyed or corrupted;
 - (b) business interruption;
 - (c) increased staff time;
 - (d) wasted expense; or
 - (e) liability to third parties;whether or not that loss or damage could have been anticipated.
 - 11.5.3 Any indirect, special or consequential loss or damage whatsoever, whether or not that loss or damage could have been anticipated.
- 11.6 If a number of claims give rise to what is essentially the same loss, they will be considered together as only one claim under the **agreement**.
- 11.7 Clauses 11.1 to 11.6 (inclusive) set out your and our entire liability to the other in connection with the **agreement**.
- 11.8 You agree that the limits of our liability under the **agreement** are reasonable.

Standard terms and conditions

11.9 This clause 11 will stay in force after the **agreement** ends, or an **order** is cancelled, for any reason.

12. Ending the agreement

12.1 Without affecting any other rights we have to cancel an **order** or end the **agreement** (whether set out in other parts of the **agreement** or otherwise), we may cancel an **order** or end the **agreement** immediately, by giving you written notice, if any of the following has happened.

12.1.1 You have failed to meet a material obligation (a significant requirement) of the **agreement** and the matter cannot be put right.

12.1.2 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.

12.1.3 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 123 of the Insolvency Act 1986.

12.1.4 Any event similar to those set out in clause 12.1.3.

12.1.5 The details you gave us to enable us to provide the **professional services** were significantly wrong or incomplete.

12.1.6 You have broken or may be breaking, or we reasonably believe that you have broken or may be breaking, any **law**.

12.1.7 You have committed or may be committing, or we reasonably believe that you have committed or may be committing, any fraud.

12.1.8 All or part of any contract between us and a third party ends (through no fault of **ours**) and this affects the provision of the **professional services**.

12.2 You may cancel an **order** or end the **agreement** immediately, by giving us written notice, if any of the following has happened.

12.2.1 We have failed to meet a material obligation of the **agreement** and the matter cannot be put right.

12.2.2 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 you to.

12.2.3 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.

12.2.4 Any event similar to those set out in clause 12.2.3.

12.3 If you cancel an **order** or end the **agreement** under clause 12.2 you must send written notice of this to us at the address set out in clause 15.1.

12.4 If we cancel an **order** or end the **agreement** because you have not met your obligations under it, including where you have failed to fulfil any **customer dependencies**, you must pay our

Standard terms and conditions

cancellation charges. Your obligation to pay these does not affect any of our other rights or remedies. We will send you an invoice for the **cancellation charges** when we cancel an **order** or end the **agreement**, and you must pay that invoice in line with clause 8.4. We do not have to refund any **charges** you have paid in advance.

- 12.5 Cancelling an **order** or ending the **agreement** does not affect our or your rights, obligations or liabilities that arose before the **order** was cancelled or the **agreement** ended.
- 12.6 The **agreement** will automatically end when you have accepted all of the **deliverables**.

13. Assignment and subcontracting

- 13.1 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, or delay in giving).
- 13.2 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.
- 13.3 If you give us written permission (which you must not unreasonably refuse to give, or delay in giving), we may assign, transfer, delegate or otherwise pass on any or all of our rights and obligations under the **agreement**. When asked, you must fill in and sign all necessary paperwork.
- 13.4 We do not need your written permission to assign, transfer, delegate or otherwise pass on any or all of our rights and obligations under the **agreement** to:
- 13.4.1 any of our **group companies** at the time; or
 - 13.4.2 any person buying all or substantially all of our business which the **agreement** relates to.

14. Events outside your or our reasonable

control

- 14.1 You or we will not be liable to the other for any failure or delay in meeting the obligations under the **agreement** (other than paying any amounts owed) if this is due to any circumstance outside your or our control. If the circumstance beyond your or our control continues for more than three months, you or we may cancel an **order** or end the **agreement**, without any additional liability, by giving the other notice in writing.
- 14.2 Circumstances beyond your or our control include extreme weather conditions, power failures, natural disaster, fire, subsidence, epidemic, strike or labour disturbance, the actions or (failure to act) of local, regional or central government, highway authorities or other official authorities, legal or regulatory restrictions, terrorism, war, civil disturbance, and a third party's delay in supplying, or failure to supply, any equipment or service (where its actions or failures resulted from circumstances beyond its reasonable control).

15. Written notices

- 15.1 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
Communications House
1 Chippingham Street
Sheffield
S9 3SE
- or any other address we give you in writing.
- 15.2 Any written notice we send you will be:
- 15.2.1 delivered by hand or posted to your billing address shown on the **order form** or to your registered office;
 - 15.2.2 faxed to your fax number shown on the **order form** or given to us in writing;
 - 15.2.3 emailed to your email address shown on the **order form** or given to us in writing; or
 - 15.2.4 sent by text message to your mobile phone number shown

Standard terms and conditions

- on the **order form** or given to us in writing.
- 15.3 Written notice:
- 15.3.1 delivered by hand will be considered to have been received on that day;
 - 15.3.2 sent by post will be considered to have been received three days after the date it was posted;
 - 15.3.3 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 and without error;
 - 15.3.4 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; and
 - 15.3.5 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.
- 15.4 If you send us written notice to cancel an **order** or end the **agreement** you must make sure that you keep a copy of the notice and proof of delivery.

16. Confidentiality

- 16.1 When you or we provide confidential information (information which you or we mark as confidential or which is clearly confidential) to the other, the person receiving the confidential information (the receiver) gives the person providing the confidential information (the provider) the following assurances.
- 16.1.1 The receiver will keep confidential information the provider gives in discussions leading to the **agreement**, and then in connection with the **agreement**, private.
 - 16.1.2 The receiver can give the provider's confidential information, to the extent necessary but in strict confidence, to its employees,

agents and contractors involved in supplying or using the **professional services**, 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.

- 16.1.3 The receiver will only use the provider's confidential information in connection with us supplying or you using the **professional services**, and not for its own benefit or the benefit of anyone else.

16.2 You must not reveal the terms of the **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 in line with clause 18.14, but we will not otherwise reveal the terms of the **agreement** to any third party without your permission in writing.

16.3 The confidentiality obligations in clauses 16.1 and 16.2 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 reasonably possible, about its confidential information being released.

16.4 The confidentiality obligations in clauses 16.1 and 16.2 will not extend to confidential information which:

- 16.4.1 became available to the public in a way other than through the receiver's negligence or failure to meet an obligation under the **agreement**;
- 16.4.2 the receiver already knew before the provider gave it the confidential information; or
- 16.4.3 was given to the receiver by a third party who did not receive it in confidence.

16.5 Clause 16 will stay in force after all or any part of an **order** is cancelled or the **agreement** ends.

17. Data protection

- 17.1 This clause will apply to the extent that we process personal data on your behalf in the course of providing the professional services under this agreement.
- 17.2 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 .
- 17.3 Under this agreement, you will be responsible for:
- 17.3.1 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.
 - 17.3.2 ensuring you have the right to collect, provide access to or transfer the personal data to us for processing under this agreement.
 - 17.3.3 ensuring that you will not disclose (or permit any data subject to disclose) any special categories of data to us for processing.
- 17.4 We will **process** the **personal data** to the extent necessary to provide you with the **professional services** and in accordance with your reasonable instructions (including the reasonable instructions of any users accessing the **professional services** 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**.
- 17.5 We will ensure that any of our personnel authorised to process the personal data will be subject to a duty of confidentiality.
- 17.6 We will take the following security measures:
- 17.6.1 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).
 - 17.6.2 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.
 - 17.6.3 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.
- 17.7 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:
- 17.7.1 We maintain an up-to-date list of sub-processors which will be available on request.
 - 17.7.2 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.
 - 17.7.3 We remain liable for any breach of the data protection legislation caused by our sub-processor when processing personal data under this agreement.
- 17.8 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**).
- 17.9 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.

Standard terms and conditions

We will be entitled to recover our reasonable costs of providing such assistance to you.

- 17.10 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 17, 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.
- 17.11 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.

18. Marketing and your information

- 18.1 When you want to buy any **professional services** from us, we will check the following records about you, your **group companies** and your business partners.
- 18.1.1 Our own records.
- 18.1.2 Personal and business records at credit-reference agencies. When credit-reference agencies receive a search from us they will note this on your business credit file, and this may be seen by other companies. The credit-reference agencies will give us both public records (including the electoral register) and shared credit and fraud prevention information.
- 18.1.3 Records held by fraud-prevention agencies.
- 18.2 If you are a director, we will get confirmation from credit reference agencies that the residential address you have given us is the same as that shown

on the restricted register of directors' usual addresses at Companies House.

- 18.3 We will make checks such as assessing your offer to buy any **professional services** and confirming identities to prevent and detect crime and money laundering. We may also make occasional searches with credit-reference agencies and fraud prevention agencies to manage your account with us.
- 18.4 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 and may create a record of the name and address of your business and its owners (if there is not one already). We will give credit-reference agencies details of your accounts with us and how you manage them.
- 18.5 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.
- 18.6 We will carry out a search to check your identity. This involves checking the details you give us 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.
- 18.7 If you give us false or inaccurate information and we suspect or identify fraud, we will record this and may 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, in

Standard terms and conditions

- other countries, the information recorded by fraud-prevention agencies.
- 18.8 We may monitor and record our telephone conversations with you in order to maintain the quality of our customer services and for training purposes.
- 18.9 We can pass on information that describes the habits, usage patterns and characteristics of all or groups of our customers (including you). However, the information is anonymous and does not describe or reveal the identity of any particular customer.
- 18.10 Unless you have ticked the relevant boxes on the **order form**, or have told us otherwise in writing, we may:
- 18.10.1 use your information to send you information about other products or services we or our **group companies** have available; and
 - 18.10.2 provide your information to third parties so they can give you information about their products or services.
- 18.11 For the purpose of providing **professional services** under the **agreement**, you give us permission to use your personal information, together with other information from you, for the purposes of:
- 18.11.1 providing you with the **professional services**, service information and updates;
 - 18.11.2 administration;
 - 18.11.3 credit scoring;
 - 18.11.4 carrying out identity checks;
 - 18.11.5 preventing fraud;
 - 18.11.6 monitoring and improving customer services;
 - 18.11.7 training; and
 - 18.11.8 tracking and assessing the use of our services;
- for as long as we need to for these specified purposes, which may be after an **order** is cancelled or the **agreement** ends.
- 18.12 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.
- 18.13 We may use any information you provide for the purposes set out in this clause 18, 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.
- 18.14 Unless you have ticked the relevant box on the **order form**, or you have told us otherwise in writing, you agree to be involved in any press release, promotional material or case studies relating to the **agreement** which we reasonably request.

19. Changing the professional services

- 19.1 You can ask us, in writing, to change the **professional services**.
- 19.2 If you ask us to make a change under clause 19.1, we will try to meet your request and, where appropriate, provide a **statement of work**. You must then follow the steps we tell you are needed to agree and make the change.
- 19.3 You must pay any **charges** as agreed in writing between you and us, or set out in the **statement of work** or **order form**. You may have to pay these before we make the change.
- 19.4 If we instruct you to carry out any work necessary in connection with a change you have asked for, you must carry out that work strictly in line with our instructions.
- 19.5 Any change under this clause 19 may result in the **charges** increasing.
- 19.6 Except where you and we enter into a new agreement to give effect to any change, the terms and conditions of the agreement will apply to the agreed change.
- 19.7 We may at any time improve or change the professional services if any of the following apply:
- 19.7.1 Our subcontractors' services have changed and this affects

Standard terms and conditions

- the professional services we provide to you;
- 19.7.2 We have reason to believe that the change is needed to maintain or improve quality or to benefit customers as a whole;
- 19.7.3 The change is necessary for technical reasons;
- 19.7.4 We have to make the change by law.

20. Entire agreement

- 20.1 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 **professional services**.
- 20.2 You and we agree that neither you or we have been encouraged to enter into the **agreement** by any representation or promise other than those contained in the **agreement**, and cannot take any 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 11.4 and 11.5 will apply to any representation or promise that is central to the **agreement**.

21. Miscellaneous

- 21.1 Except where the **agreement** states otherwise, the rights and remedies under the **agreement** are in addition to, and do not overrule or exclude, any rights or remedies available under the **law** or otherwise.
- 21.2 If we or you do not exercise, or delay in exercising, any right or remedy we or you have under the **agreement**, this does not mean that we or you have given up that right or remedy or any other (whether before, at the same time or after), and so we or you may exercise that right or remedy or any other in the future.
- 21.3 If we or you exercise all or part of any right or remedy we or you have under the **agreement**, this will not prevent us or you from exercising that or any other right or remedy in the future.
- 21.4 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 and able to be enforced.

- 21.5 If any part of the **agreement** is intended to stay in force after an **order** is cancelled or the **agreement** ends, that part will stay in force after the **order** is cancelled or the **agreement** ends for any reason.
- 21.6 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.
- 21.7 Nothing in the **agreement** forms a partnership between you and us, or makes you an agent of **ours** (or vice versa).
- 21.8 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.

22. Disputes

- 22.1 If there is a dispute between you and us in connection with the **agreement**, and you and we cannot settle the dispute by discussion between ourselves within 30 days of giving the other notice of the dispute, you or we may refer the dispute to arbitration, or to the courts of England, in line with clause 23.
- 22.2 While the procedure set out in this clause 22 is being followed, and during any legal proceedings which may be ongoing or pending, you and we will both continue to meet **your** and 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**.

Standard terms and conditions

22.3 Nothing in this clause 22 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**.

23. Governing law and jurisdiction

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

23.2 Any dispute arising under the **agreement** which does not involve:

23.2.1 a complicated issue of **law**; or

23.2.2 an amount of more than £5,000;

may be referred to arbitration or other appropriate method of dispute resolution.

23.3 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.

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.

Thank you

Registered Office:

Virgin Media Business

500 Brook Drive

Reading

RG2 6UU

T: 0800 052 0800

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