

These promotional terms (“**Offer Terms**”) apply to TermZero promotional offer made available by Virgin Media Wholesale Limited (“**VMWL**”) for selected services. To benefit from the TermZero promotional offer, the Customer **must** select a 1-year contract term when placing the order. The cancellation rights set out herein are only available where this condition is met.

These Offer Terms shall apply to all Qualifying Orders (as defined in paragraph 2 of the Offer Terms below) placed by the Customer on or after 12:01 on 01 July 2025 (the “**Effective Date**”). These Offer Terms amend the applicable standard terms and conditions of service solely in respect of Qualifying Orders (as defined in paragraph 2 below) placed under this promotional offer. All other provisions of the standard terms and conditions remain unaffected.

Unless otherwise defined herein, capitalised terms have the meanings given to them in the Standard Terms and/or the MSA (as applicable).

1. The TermZero promotional offer may be claimed in one of the following ways:
 - a. **Online portal orders:** Customers placing orders via online ordering portal will automatically be presented with the TermZero offer **only** when a 1-year contract term is selected during the standard ordering journey for National Ethernet and Dedicated Internet Access services. If the Customer wishes to benefit from the TermZero promotional offer, the Customer **must actively select** the TermZero when it is presented. Customers may review these Offer Terms by accessing the hyperlink displayed within the portal. Proceeding with the order will constitute acceptance of these Offer Terms.
 - b. **Manual orders:** Customers placing manual orders may claim the TermZero offer by entering the offer code “**TermZero**” in the “Notes and comments” section of the order form **and** selecting the relevant tick box on the form. Proceeding with manual order will also constitute acceptance of these Offer Terms.

In both cases, the Customer shall be deemed to accept these Offer Terms when placing a Qualifying Order with a 1-year contract term.

Qualifying Services and Orders

2. These Offer Terms are only available on new orders for, National Ethernet, and Dedicated Internet Access services (each a “**Qualifying Service**”) and where the circuit is delivered entirely through VMWL’s own network (as determined by VMWL in its sole discretion). Such orders must be placed by the Customer whilst this promotional offer remains available and will be subject to these Offer Terms (each, a “**Qualifying Order**”). VMWL reserves the right to determine whether a circuit qualifies as being delivered through its own network.
3. All Qualifying Orders shall be subject to:
 - a. VMWL’s MSA, which incorporates its standard terms and conditions for the applicable Qualifying Services, including the applicable service schedules (the “**Standard Terms**”); and
 - b. a 1-year contract term (as selected by the Customer during the ordering process), which shall commence from the Customer Execute Date (as defined in the Standard Terms). For the avoidance of doubt, the Customer may terminate the Qualifying Order during this period in accordance with the cancellation terms set out in these Offer Terms.

Cancellation Flexibility

4. Subject to paragraphs 6, 7 and 8 of the Offer Terms, the Customer may terminate a Qualifying Order at any time on or after the Customer Execute Date by providing at least 30 days' written notice to VMWL. Paragraph 2.1 of Schedule 1 to the Standard Terms shall be varied accordingly in respect of all Qualifying Orders.
5. Subject to paragraphs 6, 7 and 8:
 - a. if the Customer's cancellation notice expires on or before the date falling 30 days after the Customer Execute Date ("**Day 30**"), the Customer shall only be liable to pay Cancellation Charges (as defined in the Standard Terms) equal to 100% of the Rental (as defined in the Standard Terms) for the period between the Customer Execute Date and Day 30, less any pre-paid amount; and
 - b. if the cancellation notice expires after Day 30, no Cancellation Charges shall apply in respect of the remaining contractual term. For the avoidance of doubt, no further Rental or Cancellation Charges shall apply beyond Day 30 for such terminated Qualifying Orders.
6. The reduction and/or waiver of Cancellation Charges under paragraph 5 of the Offer Terms applies where the Customer terminates a Qualifying Order for convenience in accordance with paragraph 4 of the Offer Terms. The Customer shall be liable to pay all Cancellation Charges due in accordance with the Standard Terms and paragraph 7 of the Offer Terms in any other case, including without limitation, where the Qualifying Order is cancelled by VMWL for cause, or cancelled by the Customer for convenience prior to the Customer Execute Date).
7. Where a Qualifying Order is cancelled prior to the Customer Execute Date, the Customer shall be liable to pay a Cancellation Charge to cover all reasonable costs incurred by VMWL as a result of such cancellations or modification comprising:
 - a. the amount specified in Table 1 below based on the applicable delivery stage (as determined, in each case, in VMWL's sole discretion acting reasonably and in good faith); and
 - b. any additional third-party costs incurred by VMWL in connection with the cancellation. Paragraph 6.1 of the applicable service schedule and paragraph 5.1 of the Standard Terms shall be varied accordingly for all Qualifying Orders.

Table 1.

Stage	Cancellation Charge
Pre-planning	£500.00
Post-survey	£1000.00
Order in delivery	£2000.00

Order Amendment

8. Any amendment, variation, addition or change to a Qualifying Order shall be subject to the Standard Terms. The Customer shall be liable to pay any and all additional charges and Cancellation Charges (as applicable) due in respect of such amendment, addition, or change.

Upfront and Additional Charges

9. Each Qualifying Order placed under these Offer Terms shall be subject to a bearer dependent one-time, installation charge. This charge is payable in full upon order acceptance and is non-refundable, including in the event that the Customer cancels the applicable Qualifying Order under these Offer Terms. Installation Charges do not include any applicable Excess Construction Charges (ECCs), which shall be invoiced separately in accordance with the MSA or the Service Schedule (as applicable). Installation Charges may not be refunded, offset, or credited, including where the Qualifying Order is later amended, replaced, or cancelled.
10. Any ECCs shall be applied in accordance with the provisions of the Customer standard MSA and the applicable Service Schedule. ECCs are not included in the installation charge and shall be invoiced separately. ECCs are payable in full and are non-refundable, including in the event that the Customer cancels, replaces, or otherwise modifies the Qualifying Order.

Service Credit

11. For each Qualifying Service, VMWL shall provide a Customer Promise Date. If VMWL fails to deliver by this date and cannot demonstrate that the delay was due to circumstances beyond VMWL's reasonable control (which shall include, without limitation, late delivery of any third party elements), the Customer shall be entitled to Service Credits in accordance with the applicable product Service Schedule.
12. If the Customer Execute Date is delayed more than 30 days after the Customer Promise Date (the "**Deadline**"), and VMWL is unable to demonstrate that the delay was caused by circumstances beyond its reasonable control (which, for the avoidance of doubt, shall include the late delivery of any third-party elements), the Customer shall have the right to terminate the affected Qualifying Order. This right to terminate is in addition to any compensation due to the Customer under the applicable Service Schedule, including compensation referenced in Table 1 (in paragraph 7 above).

For the avoidance of doubt, the compensation and termination rights set out in this paragraph 10 shall constitute the Customer's sole and exclusive remedy for delay in the Customer Execute Date. Paragraph 7.1 of the applicable Service Schedule under the Standard Terms shall be varied accordingly for all applicable and eligible Qualifying Orders.

Rental Review

13. VMWL reserves the right to review and increase the Rental or other applicable charges in respect of both new and existing services provided to the Customer, including any Qualifying Orders, to reflect increases in operational costs, inflation, or other commercial drivers. Any such increase shall be applied in accordance with the notice provisions set out in paragraph 5.5 of the Standard Terms. For the avoidance of doubt, no benchmarking obligations shall apply under these Offer Terms.

- a. Subject to the above, any Rental price increase introduced in a given calendar year will only apply to Qualifying Orders with a Customer Execute Date falling in the previous calendar year. For the avoidance of doubt, any Qualifying Orders placed between 01 January and 31 March in a given year will not be affected by a price increase introduced in that same year but may be subject to review in the following year.

For example, a Rental price increase introduced in April 2026 will apply only to Qualifying Orders with a Customer Execute Date in 2025. Qualifying Orders with a Customer Execute Date between 01 January and 31 March 2026 will not be affected by the 2026 price increase but may be subject to a review from 2027 onwards.

14. Any changes to Charges made in accordance with paragraph 13 above shall take effect from the next applicable invoice date for the relevant Qualifying Order and shall apply prospectively only. No retrospective adjustments shall apply. The Customer acknowledges and accepts that, in benefiting from this promotional offer, and as a result of any changes pursuant to paragraph 14 above, the Rental payable for a Qualifying Order may increase during the period in which the TermZero Offer applies to that Qualifying Order.

General

15. This TermZero offer shall not apply to any Order:

- a. Involving bespoke or non-standard delivery requirements;
- b. That is not delivered entirely through VMWL's own network; or
- c. That is not for a Qualifying Services (as defined in paragraph 2 of these Offer Terms),

such orders shall not be deemed to be a Qualifying Order for the purposes of this TermZero offer.

16. All Qualifying Orders are subject to survey, network availability, and serviceability checks. This TermZero promotional offer is only available where there is sufficient capacity on VMWL's network.

17. The applicable Installation Charges shall be as set out in the Customer's standard rate card in effect at the time of order placement.

18. These Offer Terms shall apply to all Qualifying Orders placed by the Customer on or after the Effective Date.

- 19.** Orders placed by the Customer prior to the Effective Date, but which have not yet reached their Customer Execute Date, shall not qualify as Qualifying order if cancelled and re-submitted for the purposes of benefitting from these Offer Terms. Notwithstanding the foregoing, VMWL reserves the right, in its sole discretion, to accept such an order as a Qualifying Order where there is a genuine operational or commercial justification.
- 20.** VMWL reserves the right to withdraw the TermZero promotional offer at any time and without notice, or to refuse or cancel any order where it thinks the Customer or any order does not qualify. No variation or waiver shall be binding unless expressly agreed in writing by VMWL.
- 21.** In the event of any conflict or inconsistency between these Offer Terms and the Standard Terms or any applicable Service Schedules, these Offer Terms shall take precedence solely in respect of the TermZero promotional offer and any Qualifying Orders placed under it and benefitting from this promotional offer.
- 22.** The TermZero promotional offer may not be used in conjunction with any other promotional offer, incentive, or discount scheme unless expressly agreed in writing by VMWL.