



# IP VOICE (SIP TRUNKING)

G-Cloud 15: Terms & Conditions

Date: January 2026

Issue number: 1

# Company Statement

All information contained in this proposal is subject to contract and, unless expressly stated to the contrary, to Virgin Media Business Limited's standard terms and conditions.

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Registered office: 500 Brook Drive, Reading, RG2 6UU, United Kingdom

## **Brand Statement**

Buyers entering into a Call-Off Contract will be contracting with Virgin Media Business Limited ("The Supplier").

On the 1st August 2025 Virgin Media O2 Business and Daisy Group merged to create a new B2B telecoms powerhouse – O2 Daisy.

O2 Daisy is fully consolidated by Virgin Media O2 with a 70/30 ownership structure with Daisy Group. The corporate brands Virgin Media O2 Business, Virgin Media Business and O2 Business remain.

For contracting purposes, customers of these brands contract with Virgin Media Business Ltd. Depending on the services to be provided, affiliate companies may act as billing and collection agents, such as Telefonica UK.

# Standard terms and conditions

## Version 16

### About the way we'll work together

You probably like to know exactly where you stand when you do business with someone. We're the same. That's why we've put together this document to let you know how we'll work with you. These terms and conditions, and the special terms referred to on your order form, apply to the services we provide to you.

We've set all the legal stuff out in black and white, and we've done our very best to be fair and clear. If there's anything you'd like to check through, please phone our Customer Services team using the contact details on **our website**.

## 1. Definitions and interpreting this document

- 1.1 These standard terms and conditions apply to the **agreement** between:
- 1.1.1 you, the customer named on the **order form**; and
  - 1.1.2 us, Virgin Media Business Limited;
- for the **service** set out in the **order form**.
- 1.2 The **agreement** between you and us is made up of:
- 1.2.1 these standard terms and conditions;
  - 1.2.2 the **special terms**, if any;
  - 1.2.3 the **service level agreement**;
  - 1.2.4 the **price guide**;
  - 1.2.5 the **data sheet**; and
  - 1.2.6 the **order form**.
- 1.3 The **service** will start on:
- 1.3.1 the date you use the **service**;  
or
  - 1.3.2 the date our **acceptance tests** are passed at the **site**;
- whichever is earlier.

- 1.4 Where the following words are printed in bold in the **agreement**, they have the meanings set out below.

**acceptance tests** means the standard tests we carry out to check that the **service** is ready for use.

**actual download speed** has the meaning given to it in clause 18.3.

**add-on service** means an optional add-on service that you choose to take which does not form part of the core services provided to you under the **agreement** and which has no **minimum period** or has a **minimum period** or notice period of 30 days or less.

**agreement** has the meaning set out in clause 1.2.

**ancillary service** means an extra service (excluding an **add-on service**) which is linked to the core **services** provided under this **agreement**, which you use, register or sign up for pursuant to this **agreement** and, where relevant, is described as an ancillary service in the applicable terms and conditions.

**applicable services** has the meaning given to it in clause 18.11.

**call charges** means our charges for calls made using the **service**. They are based on the length of the call as set out in the **price guide**, or as we otherwise agree in writing.

**cancellation charges** means the charges that apply if the **service** is

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cancelled or ends, as set out in clause 9.17.

**cancellation period** has the meaning given to it in clause 18.13.1.

**communications network** means the communications network which we and our group companies run.

**connection charges** means our charges for installing and connecting the **service**, as set out in the **order form** or as otherwise agreed in writing.

**customer promise date** means the date, as given to you in writing, by which we aim to have finished installing the **service equipment**, any **purchased equipment** and the **service**.

**customer order form** means your own order form which we have accepted. **data controller** has the meaning set out in the GDPR.

**data processor** has the meaning set out in the GDPR.

**data protection directive** means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995.

**data protection legislation** means any applicable law relating to the processing, privacy and use of **personal data**, as applicable to the **data controller**, the **data processor** or the **service**, including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing the **data protection directive** or the **e-Privacy directive** and the **GDPR**.

**data sheet** means the document which describes the **service**.

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

**domain name** means the web address set out on the **order form** or any other web address you and we agree in writing.

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

**fix period** has the meaning given to it in clause 18.9.

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

**group company** means in respect of either you or us (as applicable), any holding company and any subsidiary company, or subsidiary of such holding company, or where such holding company is a co-controlled company any of its holding companies or its subsidiary companies (as defined in Sections 1159 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 you or us in any jurisdiction.

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

**minimum period** means the period stated on the **order form**, starting on the **service start date**. If no period is set out on the **order form**, the minimum period is 12 months starting on the **service start date**.

**minimum guaranteed download speed** has the meaning given to it in clause 18.3.

**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 form** means our order form.

**our website** means [www.virginmediabusiness.co.uk](http://www.virginmediabusiness.co.uk) or any other web address we tell you about from time to time.

**outcome notice** has the meaning given to it in clause 18.10.

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

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**price guide** means information about charges for the **service**.

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

**PSTN** means a public switched telephone network being the international telephone system based on copper wires, which carries analogue voice and data.

**PSTN based service** means any **service** provided using the UK **PSTN**.

**PSTN switch off** means the phased withdrawal of **PSTN based services** by BT Openreach which is expected to conclude by December 2025.

**purchased equipment** means any equipment you buy from us in connection with the **service**.

**qualifying customer** has the meaning given to it in clause 18.1.

**qualifying service** has the meaning given to it in clause 18.2.

**rental** means the rental for the **service**, as set out in the **price guide** or as otherwise agreed in writing.

**right to exit** has the meaning given to it in clause 18.11.

**service** means the service we provide to you under this **agreement** including but not limited to any **ancillary service**.

**service credits** means any amount, as set out in the **service level agreement**, we will credit against the charges if we fail to meet the levels of service set out in the **service level agreement**.

**service equipment** means the equipment (other than any **purchased equipment**) and associated **materials** (including software forming part of the equipment) we provide to allow you to receive or use the **service**.

**service level agreement** means our service level agreement applying to the **service**.

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

**service start date** means the date the **service** starts, as explained in clause 1.3.

**site** means your site where we provide the **service** to you.

**special terms** means any extra terms and conditions specific to the **service**.

**speed fault** has the meaning given to it in clause 18.7.

**speed monitoring** has the meaning given to it in clause 18.6.

**stop sell exchange** means any telephone exchange declared by BT Openreach to be a stop sell exchange as part of the **PSTN switch off**.

**survey** means any survey or other investigations we believe we need to carry out at the **site**.

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

**your apparatus** means any apparatus (other than **service equipment**) used to receive or use the **service**, including **purchased equipment**, cabling, wiring and personal computers and any software incorporated in them.

1.5 In the **agreement**, any reference to:

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

1.5.2 '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

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

1.6 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.

1.7 The headings of clauses are for convenience only and do not affect the meaning of the clauses.

- 1.8 Where these terms and conditions say that you must not do something, you must not allow any other person to do it either. You must do everything reasonably possible to prevent any other person doing it.
- 1.9 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.
- 1.9.1 The **special terms**
  - 1.9.2 These standard terms and conditions
  - 1.9.3 The **service level agreement**
  - 1.9.4 The **order form**
  - 1.9.5 The **price guide**
  - 1.9.6 The **data sheet**

## 2. Ordering the service

- 2.1 To order the **service** you must fill in our standard **order form**. However, we may accept an order placed using a **customer order form**.
- 2.2 If we agree to provide the **service** without receiving an acceptable **order form** or **customer order form** from you, we will provide the **service** in line with these standard terms and conditions.
- 2.3 If we accept a **customer order form**, the **agreement** between you and us will incorporate any information contained in that **customer order form** which would also have been in our standard order form. No terms and conditions set out on the **customer order form** will be incorporated into the **agreement**.

## 3. Period of the agreement

- 3.1 The **agreement** will come into force when:
- 3.1.1 you and we have both signed the **order form**, or we have accepted your **customer order form**;
  - 3.1.2 we have sent you an email accepting an **order form** you have signed and sent to us
  - 3.1.3 you start using the **service**; or
  - 3.1.4 we make the **service** available to you;
- whichever is earlier.
- 3.2 Unless you or we end the **agreement** early (in the way allowed under the **agreement**), it will stay in force for the **minimum period** (see clause 3.3 below) and then continue until you or we end it by giving the other at least 90 days' notice in writing. If you or we do not want the **agreement** to continue beyond the **minimum period**, written notice must be given at least 90 days before the end of the **minimum period**.
- 3.3 The **minimum period** is:
- 3.3.1 the period stated on the **order form** starting on the **service start date**; or
  - 3.3.2 if no period is set out on the **order form**, 12 months starting on the **service start date**.

If the **service** involves installing equipment at more than one site, the **minimum period** will start on the **service start date** of the last **site** equipment is installed at, unless the **special terms** say otherwise.

### 4. Installing the service equipment and purchased equipment, and responsibility for it

4.1 We will only provide the **service** if:

- 4.1.1 our **survey** of the **site** is satisfactory;
- 4.1.2 we have the access we need to the **site** (see clause 8);
- 4.1.3 we are happy with the credit check we carry out (see clause 9.10); and
- 4.1.4 we are satisfied with the identity checks we carry out (see clause 26.5).

4.2 If we ever reasonably believe that you are not meeting the requirements of clause 4.1, we may end the **agreement** (or any part of it) immediately by giving you written notice. We will not be liable for any consequences of doing this.

4.3 We will estimate our costs for installing and connecting the **service**, and those estimated costs will be covered by our charges set out in the **order form**. When the agreement has come into force we may also carry out a **survey** of the **site** where we provide the **service**. If:

- 4.3.1 when we carry out a **survey** of the **site** our **survey** indicates that there will be extra costs (above our estimated costs) for us to provide the **service**;
- 4.3.2 when we are installing and connecting the **service**, we discover something which was not highlighted by the **survey**, and this results in there being extra costs (above our estimated costs as confirmed or as changed as a result of any extra costs arising from our **survey**); or
- 4.3.3 when we are installing and connecting the **service**, you or the landlord of your **site** asks us to (and we agree to) make a change to the

**service**, and this results in there being any extra costs;

we will tell you.

In these circumstances we can, after giving you written notice, increase our charges by the amount of the extra costs. You will have the right to cancel the **agreement** by giving us written notice within seven days of receiving our written notice. For the avoidance of doubt, no right to cancel under clause 21.2 shall arise in relation to any change to the charges under this clause 4.3. If you exercise this right to cancel, we may charge you a **cancellation charge** (see clause 9.17). If you do not exercise this right to cancel you must pay the increased charges.

4.4 We will use our reasonable efforts to install and connect the **service equipment**, and any **purchased equipment**, so that the **service** is available by the **customer promise date**. We may change the **customer promise date** as set out in clause 4.5. If the **service** is not available by the **customer promise date**, you may be entitled to claim **service credits** as set out in clause 10.

Any lead times specified in the **order form** (other than any **customer promise date**), **data sheet** or **service literature** are estimates only and are not binding on us.

4.5 We may change the **customer promise date** by the length of any delay resulting from:

- 4.5.1 your intentional actions, neglect or failure to meet your obligations under the **agreement**; or
- 4.5.2 circumstances beyond our reasonable control (including those listed in clause 20);

or if we both agree in writing to change the **customer promise date**. Any change under this clause 4.5 will not give rise to a right for you to terminate under clause 21.2.

4.6 You must provide (at your own expense) appropriate space, power, ducting and environment for us to install and maintain the **service equipment** and **purchased equipment** at the **site**. You must make

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sure that you make any necessary preparations before the **service equipment** and **purchased equipment** is connected, and you must follow any instructions we give you on making those preparations.

- 4.7 If you do not keep an agreed appointment for us to enter the **site** in connection with carrying out a **survey**, we may charge you a call-out fee.
- 4.8 If, on any agreed date, you fail to:
- 4.8.1 take delivery of, or allow us to install, the **service equipment** or **purchased equipment**; or
  - 4.8.2 allow us to carry out work;
- we may arrange storage for the **service equipment** or **purchased equipment** at your risk (meaning that we will not be liable for any loss or damage arising while the equipment is in storage). You will have to pay the reasonable costs of the storage.
- We may also charge you a call-out fee and any reasonable costs arising as a result of your failure.
- 4.9 Unless we agree otherwise with you in writing, there must be a secure electricity supply available at the **site**, at the points and with the connections we specify, for installing, using and maintaining the **service equipment** and **purchased equipment**. If you would need the **service** to continue uninterrupted in a power failure, you must provide back-up power which meets the requirements of the relevant British standards. We will not be liable for faults arising in the **service**, **service equipment** or **purchased equipment** as a result of a power failure.
- 4.10 We will use our reasonable efforts to put the **service equipment** and **purchased equipment** where you want it, but our decision on where to put them will be final and binding.
- 4.11 The **service equipment** will remain our property at all times. You agree to make our ownership of the **service equipment** clear to all third parties. We will own the **purchased equipment** until you have paid us the full purchase price.
- 4.12 You will be responsible for all loss of or damage to the **service equipment** and **purchased equipment** at the **site** when

they have been delivered. You must insure the **service equipment** against all relevant risks.

- 4.13 We may alter or replace the **service equipment** from time to time as long as the altered or replacement equipment does not have a significant negative effect on the **service**.
- 4.14 You are responsible for always making sure that the **service equipment** is kept safe and used properly at the **site**. Unless the loss or damage results just from our negligence, actions or failings, we will not have any liability for loss of or damage to the **service equipment** (including lightning or electrical damage) and you must indemnify (fully compensate) us for any such loss or damage. Things you must and must not do under this clause include, but are not limited to, the following.
- 4.14.1 You must not do the following.
- (a) Sell, let, transfer, dispose of, repair, service, tamper with, remove or interfere with the **service equipment**, use it as security for borrowing, or do anything else which would affect our rights over the **service equipment**.
  - (b) Add to, alter or in any way interfere with the **service equipment**, including connecting it to any equipment or device designed to divert electronic communications services to a different provider.
  - (c) Allow the **service equipment** to be repaired, serviced or otherwise attended to by any person other than our authorised representative.
  - (d) Anything which is likely to damage the **service equipment** or reduce its performance or operation.
  - (e) Remove, tamper with, change or mask any

words or labels on the **service equipment** or any part of it.

4.14.2 You must do the following.

- (a) Keep the **service equipment** at the **site** and not move it at any time.
- (b) Protect, keep and use the **service equipment**:
  - (i) in line with any written instructions we may give you from time to time; or
  - (ii) if we do not give you such instructions, to the same standard as a reasonable owner of **service equipment** would keep it.
- (c) In an emergency, take whatever steps as are reasonably necessary to protect the **service equipment**, and tell us about the emergency as soon as possible.
- (d) Allow us to inspect, test and maintain the **service equipment** at all reasonable times and after giving you reasonable notice.
- (e) Prevent any circumstance or thing which is likely to damage the **service equipment** or reduce its performance or operation.

4.15 You must immediately tell us of any loss of or damage to the **service equipment**. We will not have any liability for loss or damage arising as a result of you not keeping to clause 4.14.

4.16 Clauses 4.14 and 4.15 will also apply to the **purchased equipment** if breaking the clause in connection with **purchased equipment** would or could affect our ability to provide the **service** under the **agreement**.

## 5. Accepting the service

- 5.1 After installing the **service equipment** and any **purchased equipment** we will carry out **acceptance tests** to make sure that the **service** is ready for use at the **site**. If the **service** is not ready for use, we will carry out any necessary work and repeat the **acceptance tests**.
- 5.2 You can ask for all **acceptance tests** to be carried out in the presence of your representative, as long as they are available at reasonable times, as specified by us. When the **acceptance tests** have been passed, we may ask you to sign a form confirming this. If your representative then does not sign the form within five **working days** of being asked to do so, the **service equipment** and **purchased equipment** will be considered to have been installed successfully from the date of the **acceptance tests**.

## 6. Your apparatus

- 6.1 If we agree to use any cabling or wiring already installed at the **site**, you must have full rights for the cabling or wiring to be used for the purpose of us providing the **service**, and you guarantee that it meets all relevant standards and any specifications we tell you.
- 6.2 We will not be liable for any loss or damage arising directly or indirectly from any use of **your apparatus** in connection with the **service**. You are entirely responsible for the security of **your apparatus**.
- 6.3 You are entirely responsible for:
- 6.3.1 the security of your information technology systems and network; and
  - 6.3.2 the accuracy, reliability and stability of stored information.

Before we install the **service equipment** and **purchased equipment** you must take all necessary steps to back up your information and data, and make sure it is secure. You must follow all our reasonable instructions on preparing **your apparatus** and the **site**. We will not be liable for any loss or damage arising from you failing to follow our instructions.

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- 6.4 You are responsible for making sure that **your apparatus** is appropriately programmed, equipped, compatible and connected for use with the **service equipment**, in line with our reasonable instructions (if any) and any other instructions or procedures that apply to using **your apparatus** or the **service**. Unless we agree to help you (see clause 6.8), you are responsible for connecting **your apparatus** to our **communications network**.
- 6.5 Unless we agree otherwise in writing, we are not responsible for repairing and maintaining **your apparatus**.
- 6.6 You must make sure that **your apparatus** is in good working order and meets all standards, approvals and **laws** that apply. We may disconnect, or instruct you to disconnect, any of **your apparatus** if, in our reasonable opinion it:
- 6.6.1 does not meet any standard, approval or **law** that applies at the time;
  - 6.6.2 may cause injury to any person or significant damage to property; or
  - 6.6.3 may reduce the quality of any service we provide.
- 6.7 We will have no liability resulting from you not being able to use the **service** if this is due to:
- 6.7.1 **your apparatus** not being compatible with the **service equipment**, the **service**, our **communications network** or any third party's communications network; or
  - 6.7.2 **your apparatus** failing or breaking down.
- 6.8 If we agree to help you to prepare **your apparatus** or its connection to our **communications network**, you must pay our charges for our help, as set out in the **price guide** or agreed with you.

## 7. Phone numbers

- 7.1 Any phone numbers we allocate to you do not belong to you. You do not have any rights in the phone numbers. You must not try to register any of our phone numbers as a trademark, service mark or

web address, whether on its own or with/ some other words or trading style.

- 7.2 You are not entitled to sell or transfer any phone number allocated to you, except where allowed by **law**.
- 7.3 If necessary for operational or technical reasons, or in order to meet the requirements of any relevant authority, we can change or withdraw any phone number or code, or group of phone numbers or codes, allocated to you. We will not be liable for any costs, inconvenience or losses (including marketing and stationery costs) you suffer as a result of any such change or withdrawal. We will use our reasonable efforts to give you 30 days' notice of the change or withdrawal or, where this is not feasible due to regulatory or legal requirements, as much notice as is reasonably possible. You will not have a right to terminate the **agreement** under clause 21.3 where we make a change in accordance with this clause 7.3 other than in the event that we determine that the change is to your material detriment.
- 7.4 If we allocate you a number which falls within a range of numbers which Ofcom (or any other relevant authority) classifies as being for a particular type of service, you must make sure that any service you provide on that number is in line with its classification. In particular but without limitation, you must ensure at all times that your use of any number allocated to you is in accordance with Ofcom's "National Telephone Numbering Plan" and the "Non provider Numbering Condition" (in each case as updated or varied from time to time). We may suspend or terminate any number allocated to you if you are utilising such number in breach of this clause 7.4.
- 7.5 Where we provide you with phone lines and numbers, each number is associated with a particular **site**. Such phone numbers have a 'calling line identity' (CLI) identifying that **site**. The CLI is given to the emergency services so they can find the location of anyone who calls 999 or 112 emergency services from the line. If you move the phone number to another site, the CLI the emergency services get when anyone calls 999 or 112 from that number will be that of the original site and so the emergency services will not know the caller's correct

location and may go to the wrong location. If you move the phone number, you must provide a phone facility with a CLI for the site the number has been moved to. We will not be responsible for any loss, damage or injury caused as a result of the phone number being moved from the original **site**.

### 8. Access to the site

8.1 In order to meet our obligations under the **agreement**, after giving you reasonable notice (except in an emergency, when we do not have to give notice), you must let us do the following.

8.1.1 Enter those parts of the **site**, your other premises or your land (as necessary) in connection with providing the **service**.

8.1.2 Carry out work in connection with installing, maintaining, adjusting, repairing, moving, replacing, renewing or removing the **service equipment** at or on the **site**, premises or land.

8.1.3 Install the **service equipment** and any other equipment that is reasonably necessary for the **service** or the work set out in clause 8.1.2.

8.2 You must, at your own expense, get or provide any permission or wayleave (written authority) we may need to exercise our rights under clause 8.1 or to enable us to provide the **service**. We will have no liability to you if you cannot get the necessary permission or wayleaves.

8.3 You must make sure that your employees and authorised representatives follow all our or a third party's reasonable instructions in connection with any permission and wayleaves given in line with this clause 8. We will have the same responsibility to make sure that our employees and authorised representatives follow all your or a third party's reasonable instructions in connection with any permission and wayleaves given in line with this clause 8.

8.4 Any person who allows us to enter the **site** or other premises or land, as referred to in clause 8.1, will be

considered to have your authority to grant us entry.

8.5 You must not use the **site**, other premises or land in any way that would make it significantly more difficult or expensive for us to exercise any of the rights we have under clause 8.1.

8.6 When exercising any of our rights under clause 8.1 we will cause as little damage as reasonably possible and will make good any damage that we cause at the **site**.

8.7 You must provide a safe and suitable working environment for us at the **site**, other premises or land referred to in clause 8.1.

8.8 This clause 8 will apply for as long as necessary for us to exercise our rights to disconnect any **service equipment** and remove it from the **site**, other premises or land, even if the **agreement** has ended.

8.9 If the terms of any site-access agreement you have entered into with us or any of our **group companies** is inconsistent with clause 8.1, the terms of the site-access agreement will take priority.

### 9. Paying for the service

9.1 Charges for the **service** are as set out in the **price guide** or as otherwise agreed in writing (including in the **order form**). All payments you owe us under the agreement must be paid in full without you deducting or withholding any amount or setting any restriction or condition.

9.2 You must pay our charges by the method of payment set out in the relevant invoice or **order form**. If you make a payment by a different method, we may refuse to accept it or charge an extra administration fee. If we ask you to pay by direct debit and you pay by another method, we will charge you a fee as set out in the **order form** or the **price guide**.

9.3 As well as our right to increase charges or make new ones under clauses 4.3 and 11.5 we may also increase our charges or make new ones as set out below.

9.3.1 We can make one-off charges at any time after giving you 30 days' notice in writing.

9.3.2 We can increase the **rental**, and increase or introduce

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- other recurring charges, on or after the end of the **minimum period** by giving you 30 days' written notice. However, if an increase is due to an increase in the charges we have to pay to a third-party communications operator, we can increase the charges where necessary during the **minimum period** after giving you 30 days' notice in writing.
- 9.3.3 We can increase **call charges** by giving you 30 days' notice in writing or publishing the revised **call charges** on **our website** at least 30 days in advance.; or
- 9.4 If we give you notice of increased or new charges as set out in clause 9.3 (but not for an increase under clause 4.3 or 11.5 or when we change our **price guide**), you can end the **agreement** in accordance with clause 21.2.
- 9.5 We may reduce charges at any time without giving you notice, and this would not give you the right to end the **agreement**.
- 9.6 Unless the relevant **special terms** or the **order form** states otherwise, or we have agreed otherwise in writing, we (or one of our **group companies**, acting on our behalf) will invoice charges on or after the dates set out below.
- 9.6.1 **Connection charges** or other one-off charges – the **service start date** for the relevant **site**
- 9.6.2 **Rental** or other recurring charges – the **service start date** and then monthly in advance (for the month ahead)
- 9.6.3 **Call charges** – monthly in arrears (for the previous month) from the **service start date**
- 9.7 Unless we have agreed otherwise in writing, you must pay us (or any of our **group companies** appointed by us) all charges within 30 days of the date of the relevant invoice.
- 9.8 Regardless of any other term or condition in the **agreement**, we may delay sending invoices, or bring forward the date we send invoices, to coincide with our billing cycles. The first and last invoice relating to the **service** may include charges due for more or less than one complete billing cycle depending on when the **service** starts or ends.
- 9.9 If you pay the charges by direct debit we may alter your direct debit instruction to reflect the charges for the **service** at that time. When the **agreement** ends, you will be 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. We may then suspend the **service** or end the **agreement** without giving notice.
- 9.10 We can 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, we can:
- 9.10.1 immediately end all or part of the **agreement** by giving you written notice;
- 9.10.2 require you to pay regular instalments towards future charges;
- 9.10.3 set limits on the charges you can owe us, and suspend the **service** from the time you reach the limits until you have paid the charges due; and
- 9.10.4 apply any other restrictions on your right to use the service, as we consider appropriate.
- 9.11 We can charge a deposit as security for amounts that will become due to us under the **agreement**. We may use the deposit to cover any overdue charges at any time. Any deposit will not earn interest. We will refund the deposit (or remaining part of it if we use it to pay overdue charges) when the **agreement** ends, as long as the **service equipment** (if any) is returned to us in good condition (except for fair wear and tear) and you have paid all amounts you owe us.
- 9.12 If you do not make a payment when it is due, we may, without affecting our other rights, charge you:

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- 9.12.1 a late-payment administration fee; and
- 9.12.2 interest on the overdue amount, at 4% above Barclays Bank plc's base rate for lending, from the date the payment became due until the date it is paid in full, even if the **agreement** ends before then.
- 9.13 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 amounts you owe us, even if the **agreement** ends before then.
- 9.14 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.
- 9.15 If at any time you do not meet any usage or take-up levels you have indicated to us (before the **agreement** started or during its term), we may, without affecting any other rights under the **agreement**, apply revised charges. Clauses 9.4, 21.1 or 21.3 will not apply to the revised charges.
- 9.16 If you ask us to delay the **service start date** or **customer promise date** for a **site**, or they are delayed because you have failed to meet your obligations under the **agreement**, you must pay any **connection charges** and **rental** that has been delayed as a direct result by the **customer promise date**, unless we have agreed otherwise with you in writing.
- 9.17 If you have to pay **cancellation charges** under clauses 4.3, 17.4, 17.6, 21 and 22.2, they will be equal to the following.
- 9.17.1 For ending or cancelling the **service** after the relevant **service start date**:
- (a) all overdue charges for the **service** at the date the service is ended or cancelled; plus
  - (b) an amount equal to the **rental** for the **service** for the rest of the **minimum period**, less any **rental** you have already paid for that period; plus
  - (c) our reasonable costs of removing, storing and decommissioning **service equipment** or any other equipment (unless we agree otherwise); plus
  - (d) any other cancellation or termination charges referred to in the **special terms** for the **service**, the **price guide** or as otherwise agreed by you and us in writing.
- 9.17.2 For ending or cancelling the **service** before the relevant **service start date**:
- (a) the amount referred to in the **price guide** (or as otherwise agreed by you and us in writing), which varies depending on when the service is ended or cancelled; plus
  - (b) any amount we have to pay to a third party in connection with the **service**; and
  - (c) any other cancellation or termination charges referred to in the **special terms** for the **service**, the **price guide** or as otherwise agreed by you and us in writing.
- 9.18 **Call charges** will be based on your use of the **service**, as recorded by us (not your own records).
- 9.19 When we change the **service**, after you have asked us to, we aim to reflect the effect of the change in the next invoice we send you. If this is not possible, we will try to make sure the effect will be shown no later than the third invoice after the change. If you have any questions about your invoice, or think that it is wrong, we will try to correct any mistakes we find no later than the third invoice after you contact us.
- 9.20 If you ask us to carry out any work at a time which is not entirely during a **working day**, you must pay our charges for the work, calculated at our standard hourly rate at the time, as set out in the

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- price guide** or otherwise communicated to you.
- 9.21 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 set out in the **price guide** or specified by us.
- 9.22 If, as part of the **service**, we provide you with an electronic invoice, we may charge you for providing a paper invoice, as set out in the **order form** or in the **price guide**.

## 10. Service levels

- 10.1 When providing the **service**, we will use the reasonable skill and care expected of a competent electronic communications service provider. However, it is practically impossible to provide the **service** entirely free of faults, and we do not guarantee to do so.
- 10.2 We will meet our obligations set out in the **service level agreement**. If we fail to meet those obligations we will be liable to you as set out in the **service level agreement** but not otherwise. If we fail to meet any service levels set out in the **service level agreement**, you may be entitled to claim **service credits**. These would be calculated in the way set out in the **service level agreement**. **Service credits**, if any, are your only financial remedy if we fail to meet service levels.
- 10.3 **Service credits** will not be available to you if our failure to meet any service levels is a result of:
- 10.3.1 us suspending or ending the **agreement** under clause 11.4, 16 or 17;
  - 10.3.2 any circumstances beyond our control, as described in clause 20; or
  - 10.3.3 anything you have done, or have failed to do properly.
- 11.2 You must only use the **service** and **service equipment** in line with:
- 11.2.1 any conditions and instructions we give you in writing from time to time; and
  - 11.2.2 any relevant **laws**.
- 11.3 You must not use the **service**:
- 11.3.1 to send or receive any communications if doing so would be an offence under section 127(a) of the Communications Act 2003;
  - 11.3.2 in any way that goes against our acceptable use policy as specified in the **special terms**;
  - 11.3.3 to infringe (break, limit or undermine) the legal rights of any person (including copyright and rights of privacy or confidentiality); or
  - 11.3.4 in any way that breaks the **law**.
- 11.4 If you break clauses 11.1, 11.2 or 11.3, we may immediately suspend the **service** or end the **agreement** once we have told you that we will do this. You must indemnify us against any liabilities, claims, damages, losses and proceedings arising out of or in connection with any use of the **service** that breaks the **law** or this clause 11.
- 11.5 You must not change the settings of the **service equipment** or use the **service** in excess of any capacity or other restriction under the **agreement** or otherwise agreed in writing. If you break this clause 11.5, we may, without affecting our other rights, increase the charges as we reasonably think fit. Clause 9.4 will not apply to such an increase in charges.
- 11.6 We may give you a password (which may be a code, PIN number, user ID, account number, smart card or other security device), to allow you to use the **service**. You must keep the password safe and confidential, and tell us immediately if anyone else finds it out. You must not copy or try to copy any smart card or other security device. We can change the password without giving you notice. If we think you have broken this clause 11.6, we can cancel the password or end the **agreement** (or both).

## 11. Using the service

- 11.1 You must not re-sell the **service** or **service equipment** or any part of them without our permission in writing.

- 11.7 We may (but do not have to) agree to any request you make to alter a password. You may need to pay a charge for this.
- 11.8 If you need to open an account with us in connection with the **service**, you must complete the registration process by giving us complete and accurate information we ask for at any time.
- 11.9 You are responsible for the use of the **service** (whether by you or by any other person, even without your permission), including all charges that arise and any use that breaks the **agreement**.

## 12. Intellectual property rights

- 12.1 If, as a result of any service 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 use the **service**, we will grant you a non-exclusive licence to use the **materials** for that purpose only. You cannot transfer the licence.
- 12.2 **Intellectual property rights** in all software (in whatever form) we provide you with in connection with the **service** or **service equipment** will remain our property, or the property of the person who has granted us a licence for that software (our licensor). We will grant you a non-exclusive licence to use the software for the purpose of using the **service** or **service equipment** 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.
- 12.3 You must:
- 12.3.1 treat the **materials** described in clause 12.1 and software referred to in clause 12.2 as confidential information, as defined in clause 24;
  - 12.3.2 keep to clause 24 in connection with any **materials** and software; and
  - 12.3.3 when the **agreement** ends, for whatever reason,

immediately return all copies of the **materials** and software to us and delete any copies from any computer, word processor or other storage device you have control over.

### 12.4 You must not:

- 12.4.1 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);
- 12.4.2 adapt, modify, translate, reverse engineer, decompile, alter or otherwise tamper or interfere with the software (except where the **law** allows this); or
- 12.4.3 create work derived from or based on any of the software or any document accompanying it.

### 12.5 Except where clause 12.7 applies, we will indemnify you against any damages (including costs) awarded against you or agreed to be paid to a third party in connection with any claim or action against you as a result of the **service** infringing the **intellectual property rights** of a third party (an intellectual property rights claim against you), as long as you do the following.

- 12.5.1 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).
- 12.5.2 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).
- 12.5.3 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.

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- 12.6 We will refund reasonable costs you have to pay in order to keep to clause 12.5.
- 12.7 We will have no liability to you in connection with an intellectual property rights claim against you if it has resulted from:
- 12.7.1 your negligence or misconduct;
  - 12.7.2 you failing to meet any of your obligations under the **agreement**;
  - 12.7.3 you combining, operating or using the **service** or the **service equipment** with services, content, designs, specifications, software, devices or equipment we have not supplied or authorised;
  - 12.7.4 you using the **service** or the **service equipment** for a purpose other than that which the **service** or the **service equipment** were provided for;
  - 12.7.5 any alteration or adjustment to the **service** or the **service equipment** if the alteration or adjustment was not made or authorised by us; or
  - 12.7.6 you breaking the **law**.
- 12.8 If there is an intellectual property rights claim against you, we will be entitled, at our own expense, to:
- 12.8.1 gain the right for you to continue using the **service**; or
  - 12.8.2 alter or adjust the **service** so it no longer infringes the third party's **intellectual property rights**, as long as the alteration or adjustment does not significantly reduce the effectiveness or performance of the **service**; or
  - 12.8.3 replace the **service** or particular services with substitutes that do not infringe the third party's **intellectual property rights**, as long as the substitutes do not significantly reduce the effectiveness or performance of the **service**.
- 12.9 If we reasonably believe that we cannot exercise any of the options set out in clause 12.8, we will be entitled to end the **agreement** by giving you 30 days' notice in writing.
- 12.10 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 the **service** infringing the **intellectual property rights** of a third party (an intellectual property rights claim against us) if that claim or action arose from:
- 12.10.1 work we carried out in line with instructions or specifications you gave us; or
  - 12.10.2 you connecting or using your own apparatus (except **purchased equipment**) with the **service**.
- 12.11 We will contact you within seven days of us becoming aware of an intellectual property rights claim against us which you are liable for under clause 12.10, and we will:
- 12.11.1 not admit anything relating to the intellectual property rights claim against us;
  - 12.11.2 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
  - 12.11.3 give you all reasonable help in handling the intellectual property rights claim against us.
- 12.12 You must refund reasonable costs we have to pay in order to keep to clause 12.11.
- 12.13 The **service** 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.

### 13. Preventing bribery

- 13.1 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 of us to break anti-corruption **laws**.

### 14. Maintenance

- 14.1 We are responsible for repairing and maintaining our **communications network**, the **service equipment** and the **service**, and will provide a facility for your authorised staff to report faults. When you report a fault we will use our reasonable efforts to restore the **service**.
- 14.2 We can charge, and you must pay, a service fee (at our charging rates at that time) if any repair or maintenance work is needed because of:
- 14.2.1 you misusing, neglecting or damaging the **service equipment, purchased equipment** or the **service**;
  - 14.2.2 a power failure;
  - 14.2.3 you accidentally or intentionally disconnecting the **service equipment, purchased equipment** or the **service**;
  - 14.2.4 you failing to keep to any part of the **agreement**; or
  - 14.2.5 a fault in, or other problem associated with, your own equipment or any electronic communications system not run by us.
- 14.3 If you do not allow us to attend the **site** on any agreed date to repair or maintain the **service equipment** or the **service**, we may charge you a call-out fee.

### 15. Limits of liability

- 15.1 Nothing in the **agreement** will limit or exclude your or our liability for:

- 15.1.1 fraud or fraudulent misrepresentation;
- 15.1.2 death or personal injury resulting from your or our own negligence (as defined in section 1 of the Unfair Contract Terms Act 1977);
- 15.1.3 not meeting the requirements of section 12 of the Sale of Goods Act 1979; or
- 15.1.4 matters which cannot, by **law**, be restricted or excluded.

- 15.2 Except where the **agreement** states otherwise, all warranties, guarantees, assurances, conditions, undertakings and terms (whether expressed or implied) relating to the **service, service equipment** or **purchased equipment** (including any software used in them), are excluded to the fullest extent allowed by **law**. Where we are allowed to do so, we will pass on to you any manufacturer's warranty for the **purchased equipment**.

- 15.3 Except as set out in clauses 15.4 and 15.5, we accept liability for direct physical damage to your property and the **site** only if 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.

- 15.4 Except in connection with indemnifying us for any amounts under clauses 4.14, 11.4 or 12.10, and except where clause 15.1 applies, during any agreement year (the 12-month period starting on the date of the **agreement** and each anniversary of it) your or our total liability to the other (except for your liability to pay our charges), whatever the type of claim (including in respect of contract, negligence or otherwise), for that agreement year will be limited to:

- 15.4.1 125% of the total charges you have paid us during that agreement year; or
  - 15.4.2 £100,000;
- whichever is more.

- 15.5 Despite the above, you and we will not have any liability (except under clause 15.1 and except for your liability to pay our charges) arising out of or in

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connection with the **agreement**, for the following.

15.5.1 Any direct or indirect loss of or damage to:

- (a) business, production, working time, data or expected savings; or
- (b) goodwill, opportunity or contracts; or
- (c) revenue; or
- (d) profits;

whether or not that loss or damage could have been anticipated.

15.5.2 Any direct or indirect loss or damage arising from:

- (a) data being destroyed or corrupted; or
- (b) business interruption; or
- (c) increased staff time; or
- (d) wasted expense; or
- (e) liability to third parties;

whether or not that loss or damage could have been anticipated.

15.5.3 Any indirect, special or consequential loss or damage, whether or not that loss or damage could have been anticipated.

15.6 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**.

15.7 Unless the relevant **special terms** state otherwise, clauses 15.1 to 15.7 set out your and our entire liability to the other in connection with the **agreement**.

15.8 You agree that the limits of our liability under the **agreement** are reasonable.

15.9 This clause 15 will stay in force after the **agreement** ends for any reason.

## 16. Suspending the service

16.1 We can suspend all or part of the **service**:

16.1.1 if you fail to make any payment to us when it becomes due;

16.1.2 if we have good reason to suspect that you may have committed, or may be committing, any fraud against us;

16.1.3 if you have broken the **agreement**; or

16.1.4 in any circumstance where we are entitled to end the **agreement**.

16.2 In an emergency, we can suspend all or part of the **service** in order to provide or protect a service to a hospital or other emergency organisation or essential service.

16.3 We can temporarily suspend all or part of the **service** in order to:

16.3.1 change the technical specification of the **service**;

16.3.2 carry out repairs, maintenance work or improvements; or

16.3.3 prevent injury to people or damage to property.

16.4 We can suspend all or part of the **service**, or take any other action we reasonably believe is necessary, to keep to any instructions issued by the Government, a regulatory authority, an emergency service or other relevant authority.

16.5 Except in an emergency or where we suspect you have committed or may be committing fraud against us, if we are going to suspend all or part of the **service** we will give you as much notice as is reasonably possible. You will have no claim against us for suspending all or part of the **service** under clauses 16.1 to 16.4. If we exercise our right to suspend all or part of the **service**, this will not affect our right to end the **agreement**.

16.6 If we suspend all or part of the **service** because you have failed to make any payment due to us, you will continue to be liable for (and must continue to pay) our charges during the period of the suspension. You must also refund our reasonable costs and expenses involved in suspending the **service** and all

overdue amounts you owe us under the **agreement**.

If we agree to start providing the **service** again, you must pay our reasonable charges of doing so, and any reasonable deposit we ask for.

## 17. Ending the agreement

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

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

17.1.2 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.

17.1.3 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.

17.1.4 Any licence, permission or other approval you or we need to connect to our **communications network** or provide the **service** has ended, been withdrawn, been restricted or has stopped being valid, and has not been immediately replaced by a new licence, permission or

approval giving you or us the necessary rights.

17.1.5 The details you gave us to enable us to provide the **service** were significantly wrong or incomplete.

17.1.6 You have broken or may be breaking, or we reasonably believe that you have broken or may be breaking, any **law** in connection with the **service**.

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

17.1.8 All or part of any contract between us and another provider of telecommunications services ends and this affects the provision of the **service**.

17.2 You may end the **agreement** immediately, by giving us written notice, if any of the following have happened.

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

17.2.2 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 us to.

17.2.3 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

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in section 123 of the  
Insolvency Act 1986.

- 17.3 If you end the **agreement** under clause 17.2 you must send written notice of this to us at the address set out in clause 23.1.
- 17.4 Despite clause 3.2, you can end the **agreement** before the end of the **minimum period**, for any reason, by giving us written notice. If you do this you must pay our **cancellation charges** as set out in clause 9.17. You must send this notice to us by filling in the online form on the Contact Us page of **our website** or any other web portal address we give you in writing.
- Our ceases team will send you an email to confirm we have received your request. They will then send you a notice to confirm the relevant details, including the cancellation charges that you must pay us.
- 17.5 When the **agreement** ends, any licence we have granted you will also end immediately. You must immediately stop using the **service** and pay us all amounts you owe us in connection with the **service**.
- 17.6 If we end the **agreement** because you have not met your obligations under it, you must pay our **cancellation charges** in line with clause 9.17. We will send you an invoice when the **agreement** ends, and you must pay that invoice in line with clause 9.7. We do not have to refund any charges you have paid in advance.
- 17.7 When the **agreement** ends you must allow us to remove the **service equipment**. If you cause a delay in us removing the **service equipment**, we can continue to charge you until such removal is completed, and you must pay those charges and any extra costs and expenses arising as a result of the delay.
- 17.8 The right to end the **agreement** will not affect any rights, obligations or liabilities that arose before the **agreement** ended.

## 18. Broadband Speeds Code

18.1 The terms set out in this clause 18 shall only apply if you are:

- 18.1.1 a new customer that purchases new **qualifying services** from us on or after 28 February 2019; or
- 18.1.2 an existing customer that:
  - (a) purchases a new **qualifying service**;
  - (b) changes an existing **qualifying service** to a new speed tier (whether higher or lower) of such **qualifying service** for a new **minimum period**; or
  - (c) renews your existing **qualifying service** for a new **minimum period**,

in each case, on or after 28 February 2019.

(a **qualifying customer**)

The provisions of this clause 18, and any rights set out herein, shall not apply to any customer, product or service other than a **qualifying customer** in respect of a **qualifying service**.

18.2 For the purposes of this clause 18, **qualifying service** shall mean any broadband service provided by us:

- 18.2.1 including (but not limited to) our Essential Broadband or Voom Fibre products (or their successors or replacements from time to time); but
- 18.2.2 excluding any other service or product (including but not limited to any leased line, dedicated internet access, high capacity service, WiFi or mobile product provided by us or a third party, or their successor or replacement products from time to time).

18.3 If you are a **qualifying customer**, we will try to ensure that the minimum download speed achieved by your **qualifying service** (your **actual download speed**) shall not fall below your **minimum guaranteed download speed** during the

**minimum period** for such **qualifying service**. For the purposes of this clause 18, **minimum guaranteed download speed** shall mean a download speed equal to fifty percent (50%) of the advertised download speed of the relevant **qualifying service** as at the date this **agreement** comes into force, as advised to you by us on or before the date you submit your signed **order form** to us

18.4 The **actual download speed** achieved by your **qualifying service(s)** at any given time is determined by us by measuring the download speed delivered by the **qualifying service** to the **service equipment**. The download speed actually achieved by any device or **your apparatus** connected beyond the **service equipment** may vary and is affected by a variety of factors (further details regarding factors affecting download speed beyond our **service equipment** is available on our **website**). We shall have no liability to you under the **agreement** or this clause 18 if the **actual download speed** of the **qualifying service(s)** falls below the **minimum guaranteed download speed** at any point beyond the **service equipment**.

18.5 We shall have no liability under this **agreement** if the **actual download speed** falls below the **minimum guaranteed download speed** as a result of:

- 18.5.1 an outage to the **qualifying service(s)**;
- 18.5.2 any disruption to the to the **qualifying service** as a result of any planned maintenance where we have notified you of such maintenance in advance; or
- 18.5.3 any act, omission, failure or breach by you (whether direct or indirect).

You must also keep the **service equipment** plugged in, switched on and set to enable us to obtain traffic speed information from it to enable us to diagnose any **speed fault**.

18.6 If you consider you have an issue with your **actual download speed**, you must notify our customer care team by telephone as soon as possible at the

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- details set out on our website (as updated from time to time). If we are unable to resolve your issues on the telephone, we will begin remotely monitoring your **actual download speed**, beginning on the day after you first notify us of the issue (**speed monitoring**).
- 18.7 A **speed fault** will have occurred if our **speed monitoring** demonstrates that your **actual download speed** fell below your **minimum guaranteed download speed** at any time on three (3) consecutive days (whether continuously or intermittently during each day) during the **speed monitoring** period.
- 18.8 We shall notify you of the results of our **speed monitoring** as soon as possible after the test period has finished and confirm either:
- 18.8.1 a **speed fault** has occurred, in which case the provisions of clauses 18.9 to 18.14 shall apply; or
- 18.8.2 no **speed fault** occurred during the **speed monitoring** period, in which case we shall have no further liability to you under this **agreement** in respect of the reported issue.
- 18.9 If a **speed fault** has occurred we shall attempt to rectify it within thirty (30) days of the date you first notified us of the problem by telephone (the **fix period**). We may extend or delay the **fix period** by a reasonable amount of time at any time by giving you notice in writing if there is any delay in repairing or resolving the **speed fault** caused by circumstances beyond our reasonable control (including but not limited to where you cancel an engineer visit or miss an agreed appointment, or other exceptional circumstances beyond our control which lead to a technical inability to resolve the **speed fault**).
- 18.10 At the end of the **fix period**, we shall notify you in writing (the **outcome notice**) confirming that we have either:
- 18.10.1 resolved the **speed fault**, in which case we shall have no further liability to you in respect of such **speed fault**; or
- 18.10.2 been unable to resolve the **speed fault**, in which case the provisions of clauses 18.11 to 18.14 shall apply.
- 18.11 If we are unable to resolve the **speed fault** within the **fix period**, you may have the right to cancel such part(s) of the **service** that consists of the affected **qualifying service(s)** plus:
- 18.11.1 any other standard voice and broadband products purchased at the same time and as part of the same bundle as the affected **qualifying service**; and/or
- 18.11.2 any other **service** entirely and exclusively dependent on the affected **qualifying service** (including but not limited to VoIP **services**),
- (together the **applicable services**) without paying **cancellation charges** (a **right to exit**). The **right to exit** shall only apply to the **applicable services** and shall not apply to any other part(s) of the **service** or this **agreement**, which shall continue in full force and effect.
- 18.12 Our **outcome notice** shall set out:
- 18.12.1 whether a right to exit has arisen in respect of the **applicable services**; and
- 18.12.2 the options available to you following the conclusion of the **fix period**.
- 18.13 If you:
- 18.13.1 notify us in writing within thirty (30) days of the date of our **outcome notice** (**cancellation period**) that you wish to exercise your **right to exit**, the **applicable services** shall be terminated and you shall not be liable to pay any **cancellation charges**;
- 18.13.2 notify us in writing within the **cancellation period** that you wish to exercise any other option offered by us, your **right to exit** shall expire and we shall have no further liability to you in respect of the **speed fault**; or

18.13.3 fail to notify us in writing under clauses 18.13.1 or 18.13.2 and continue to use any of the **applicable services** after the expiry of the **cancellation period**, your **right to exit** shall expire and we shall have no further liability to you in respect of the **speed fault**.

18.14 The rights set out in this clause 18, and the remedies set out in clause 18.13, shall be your sole and exclusive rights and remedies in respect of a **speed fault** and we shall have no liability to you in respect of a **speed fault** save as set out in this clause 18. You shall not be entitled to receive any compensation (whether through a credit, refund, payment, damages or otherwise) for any loss or damage suffered as a result of, or arising out of or in connection with, the **speed fault**.

## 19. Assignment and subcontracting

19.1 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.

19.2 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.

19.3 Except where clause 19.4 applies, if you give us written permission (which you must not refuse to give, or delay in giving, without good reason), we may transfer or otherwise dispose of any or all of our rights and obligations under the **agreement**.

19.4 We do not need your written permission to transfer or otherwise dispose of any or all of our rights and obligations under the **agreement** to:

19.4.1 any member of our **group companies** at the time; or

19.4.2 any person buying all or substantially all of our business which the **agreement** relates to.

19.5 When asked, you must fill in and sign all necessary paperwork to complete the transfers in clauses 19.3 and 19.4.

## 20. Events outside your or our control

20.1 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 reasonable control. If the circumstance beyond your or our control prevents us from providing the **service** to all **sites** for more than three months, you or we may end the **agreement**, without any additional liability, by giving the other notice in writing.

Circumstances beyond your or our control include extreme weather conditions, power failures, natural disaster, fire, subsidence, epidemic, pandemic, strike or labour disturbance, the actions (or failure to act) of local, regional or central government, highways authorities or other official authorities, legal or regulatory restrictions, terrorism, war or civil disturbance, and a third party's delay in supplying, or failure to supply, any service, equipment or **purchased equipment** (where their actions or failures resulted from circumstances beyond their reasonable control).

## 21. Changing the agreement or service

21.1 Except where clauses 21.3 to 21.7 apply, or as otherwise specified in the **agreement**, any change to the **agreement** must be agreed in writing by you and us.

21.2 Despite clause 21.1, we can change the **agreement** (other than in relation to charges which are governed by clauses 9.3 and 9.4) by giving you at least 30 days' written notice.

21.3 Subject to the exceptions at clause 21.4 and clause 21.5, you shall be entitled to terminate the **agreement** without paying **cancellation charges** (subject to clause 21.8) if we:

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21.3.1 increase the charges under this **agreement** or in respect of any usage-based charges, the rate at which we charge you under this **agreement**, other than where such increase arises in accordance with clause 4.3 or any other clause of this **agreement** which permits us to make changes to the charges;

21.3.2 make any changes to the **agreement**, the **service**, the **purchased equipment** or the **service equipment** (other than those permitted under the terms of this agreement including but not limited to those set out at clause 21.4 and 21.5) which we believe are not exclusively to your benefit;

provided that you give us notice in writing of your intention to terminate the **agreement** within 30 days of the date that notice of the change is given to you by us and such notice from you must be given in accordance with the instructions set out in our notification of the change in accordance with clause 21.2.

If you cancel the **agreement** under this clause 21.3, the **agreement** will terminate on the earlier of: (i) 30 days after your notice is deemed delivered in accordance with this clause 21.3 and clause 23; (ii) the day before the date on which the change comes into effect or, where this is not feasible due to the timing of your notice, as soon as reasonably possible after that date; or (iii) a date agreed in writing between you and us.

21.4 Your right to cancel the **agreement** without paying **cancellation charges** under clause 21.3 shall not apply if:

21.4.1 we make any changes to the **agreement** (including any changes to the **service**, the **charges**, the **purchased equipment** or the **service equipment**) that we believe are exclusively to your benefit;

21.4.2 we make any changes to the **agreement** (including any changes to the **service**, the **charges**, the **purchased**

**equipment** or the **service equipment**) that are made for the following reasons:

- (a) the change is purely administrative and has no negative effect on you including but not limited to any change to our contact details, registered office or non-contractual processes for example contacting us to speak to account managers, raising faults or disputes, or any other process change which we may make from time to time;
- (b) there is a change in **law** or any rule of a regulatory body, listing authority or governing body that applies to us and/or the **agreement**, the **service**, **purchased equipment** or **service equipment** that we provide;
- (c) we have a legal or regulatory obligation to pass on cost increases and/or changes to the **agreement**, the **service**, **purchased equipment** or **service equipment**, for example where the service charge for calling 084, 087, 09 and 118 numbers increases;

21.4.3 the **agreement**, charges, the **service**, **purchased equipment** or **service equipment** change for the following reasons:

- (a) changes are made to the **service**, **purchased equipment** or **service equipment** or the network over which such **services** are provided where such **service**, **purchased equipment** or **service equipment** is variable including but not limited to:

- (i) changes to the features or functionality of the **service, purchased equipment, or service equipment**, including but not limited to the functionality and features of any software provided under the **service**;
- (ii) changes to operational or administrative elements of any **service** including but not limited to changes to the hours during which you can contact us, changes to or removal of individual communication channels through which you can contact us, changes to any portal, platform or similar tool that we use or make available to you for communicating with us and administering the **services** (including changes to any billing platform that we use from time to time) and any other changes in relation to the processes through which we deliver the **services**;
- (iii) any changes to our network which reflect the overall variability of the network including but not limited to any routine maintenance updates and upgrades;
- (iv) the replacement of any software, **services, purchased**

**equipment or service equipment** which is no longer supported by the manufacturer or which we otherwise determine to be end-of-life with software, services or equipment of an overall equivalent specification or standard;

- (v) changes to the **services, purchased equipment or service equipment** where there is a minimum technical requirement for equipment, services or software which you must maintain in order to make use of the **services, purchased equipment or service equipment** (including but not limited to a requirement to have a 2G or 3G service where this is withdrawn) and the **services, purchased equipment or service equipment** are changed because you no longer meet the minimum technical requirements specified by us from time to time and you either do not implement any changes to your equipment, services or software required to meet the minimum technical requirement or, where such equipment, services or software are supplied by us, where you do not

- agree to accept new or updated equipment, services or software from us which would meet the minimum technical requirement;
- (b) changes to international call rates or roaming services or charges that are directly linked to increases in wholesale rates or technological changes notified to us by other providers, including but not limited to the withdrawal of 2G or 3G services. Any changes to the **service**, the **purchased equipment**, **service equipment** or the charges under this clause 21.4.2(b) will be notified to you and will not be made more frequently than once per month;
- (c) changes to third party charges or costs which are passed on to us by a third party which relate to or affect the **agreement**, the **service**, **purchased equipment** or **service equipment**;
- (d) where we have provided general product or service descriptions in relation to the **services**, the **purchased equipment** or **service equipment** such descriptions are indicative guidance only and we may substitute the **services**, the **purchased equipment** or **service equipment** for services or equipment of an overall equivalent standard even if the exact features and functionality may differ;
- (e) where we believe that the change is necessary for

- technical or security reasons;
- (f) changes to charges or other costs to us which are based on the cost of providing the **services** the **purchased equipment** or **service equipment** to you or carrying out the relevant tasks to provide the **services**, only to the extent that any change is directly attributable to a change in the cost to us;
- (g) notwithstanding clause 4.6, where we have expressly agreed to provide power or other utilities as part of the **services** to install and maintain the **service equipment** or **purchased equipment** at any **site**, and there is any increase to the price payable to a third party (excluding any **group company**) for such power or other utilities;

provided that we will notify you of any changes under this clause 21.4.2 in accordance with clause 23. If we believe that a change under this clause 21.4.2 is likely to materially disadvantage you, we will notify you of your right to terminate this **agreement** in accordance with clause 21.3 and you may terminate the **agreement** without paying **cancellation charges** subject to clause 21.8.

We may notify you of any change made for the reasons set out in this clause 21.4 in accordance with clause 21.2. If you decide to cancel the **agreement** due to a change made for the reasons set out in this clause 21.4, you may still be required to pay **cancellation charges**.

21.5 Subject to clause 21.4, if the change to the **agreement** which is referred to in clause 21.3 relates:

- 21.5.1 only to an **add-on service** that you have already signed

- up to, and you decide to terminate the **agreement** due to the change in the **add-on service**, you may still be required to pay **cancellation charges** for terminating the **services** other than the **add-on service** early (as you already have the right to end the **add-on service** at any time). We will confirm any such applicable **cancellation charges** to you;
- 21.5.2 only to an **ancillary service** that you have not already signed up to, you will not have the right to terminate the **agreement** without paying a **cancellation charge**; or
- 21.5.3 only to an **ancillary service** that you have already signed up to, and we believe that the changes are not exclusively to your benefit, we will notify you of this and inform you of your right to terminate the affected **ancillary service** and the **agreement** without paying a **cancellation charge** subject to clause 21.8.
- 21.6 If you have entered into other agreements with us, you may in certain circumstances be able to terminate those agreements where you terminate this **agreement** in accordance with clause 21.3. For the avoidance of doubt, changes to this **agreement** will not give rise to a right to terminate any other **agreement** which is not linked to this **agreement** and we will notify you in accordance with the terms of the relevant agreement if you have a right to cancel any other agreement as a result of the termination of this **agreement**.
- 21.7 Where any part of the **service**, **purchased equipment** or **service equipment** is supplied by a third party and is subject to that third party's terms and conditions, we are not responsible for any changes by that third party to the third party's services, charges or terms and conditions or for notifying you of those changes as such changes are outside our control and we may not be aware of them. You will not have a right to cancel this **agreement** without paying a **cancellation charge** as a result of those changes.
- 21.8 Termination of the **agreement** in accordance with clause 21.3 will not affect your requirement to pay the charges relating to the **agreement** incurred prior to the date of termination, but, in this event, subject to clause 21.4, you shall not be liable for any **cancellation charges** in respect of the **agreement**. Notwithstanding the provisions of this clause 21, where you terminate the **agreement** in accordance with clause 21.3, you will be obliged to pay any outstanding or overdue charges and; (i) where the **agreement** includes **purchased equipment**, the charges in respect of the cost of **purchased equipment**; and (ii) where the **agreement** includes any volume-, value- or time- based or other incentives which you have received the benefit of prior to termination, including but not limited to any equipment fund or transformation fund, a payment equivalent to the proportion of the incentive that you have had the benefit of relating to the period between termination of the **agreement** and the end of the **minimum period**, or the proportion of the incentive which you have had the benefit of prior to the date it should have vested in accordance with the applicable terms for that incentive, where such incentive has been partly or fully used. We shall confirm any such applicable charges to you following receipt of your notice to terminate.
- 21.9 If you ask us to:
- 21.9.1 change the **service** (including moving, adding or swapping a service); or
- 21.9.2 provide services at a different site;
- and we agree to your request, you must do everything we need you to do for us to make the change. You must also pay us our charges that apply at the time for the change. You may have to pay the charges before we make the change.
- We may, without giving you notice, amend our charges to reflect the change, and clause 9.4 will not apply to the amendment.
- If you ask us to make a change in accordance with this clause 21.9, you will

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- not have a right to end the **agreement** under clause 21.3.
- 21.10 Nothing written in the **order form** (particularly in the section headed 'COVID-19 special terms' within in the section headed 'notes and comments') will change any of these standard terms and conditions or any **special terms**.
- 21.11 For the avoidance of doubt, where the **service, purchased equipment or service equipment** is not provided in accordance with the agreed standards set out in the **agreement** this shall not be regarded as a change to the contractual terms of the **agreement** or a change to the **service** but as a breach of the **agreement** or **service level agreement** by us (as the case may be), in which case the remedies set out in clause 10 and clause 17 shall apply and you shall have no right to terminate in accordance with clause 21.3.
- 21.12 You acknowledge that as part of the **PSTN switch off**, once a telephone exchange has been classified as a **stop sell exchange** or we have closed any of our exchanges the following shall apply in relation to affected **PSTN based services**:
- 21.12.1 no new supply or transfer orders can be accepted; and
- 21.12.2 no **service** amendments, (whether a change to the number of channels, bandwidth, class of service, applicable maintenance options or any other type of change), can be made except where and to the extent the relevant **special terms** state otherwise; and
- 21.12.3 the continued availability of some **services**, our ability to meet the service levels set out in the **service level agreement** and the availability of features for such **services** may be affected.
- 21.13 Where you request any **PSTN based services** at a **stop sell exchange** or an exchange that we have closed, we will use reasonable endeavours to inform you of any reasonable alternative services that you may wish to consider instead. For the avoidance of doubt, we shall not be obliged to fulfil your request.

- 21.14 In advance of the **PSTN switch off**, we will use reasonable endeavours to inform you of the details, including the expected date of cessation, of the **PSTN based services** affected, and any reasonable alternative services to which you may wish to migrate your affected **PSTN based services**. The migration to and/or provision of alternative services by us shall be subject to the parties agreeing the same (including the associated charges) in accordance with clause 21.1.
- 21.15 Any **PSTN based services** not migrated to an alternative service in advance of the cessation will cease to function.
- 21.16 We shall have no liability to you arising out of or in connection with the **PSTN switch off**.

## 22. Cancelling part of the service

- 22.1 You are entitled at any time to cancel part of the **service**, including cancelling a circuit or **service** to a **site**, by giving us 90 days' notice in writing. You must send this notice to us by filling in the online form on the Contact Us page of **our website** or any other web portal address that we give you in writing.
- Our ceases team will send you an email to confirm we have received your request. Our ceases team will then send you a notice to confirm the relevant details, including any **cancellation charges** that you must pay us.
- 22.2 If you cancel part of the **service** within the **minimum period**, you must pay us the **cancellation charges** relating to the cancelled part of the **service**, as set out in clause 9.17. We will send you an invoice on or following the cancellation, and you must pay the invoice as set out in clause 9.7.
- 22.3 If you want to cancel part of the **service** after the end of the **minimum period**, you must give us 90 days' notice in writing (unless the **special terms** say otherwise) and pay all charges due under the **agreement** in connection with the cancelled part of the **service** during the 90-day notice period.

### 23. Written notices

Unless the **special terms** say otherwise, the following will apply.

- 23.1 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.
- 23.2 Any written notice we send you will be:
- 23.2.1 delivered by hand or posted to your billing address shown on the **order form** or to your registered office;
- 23.2.2 faxed to your fax number shown on the **order form** or given to us in writing;
- 23.2.3 emailed to your email address shown on the **order form** or given to us in writing; or
- 23.2.4 sent by text message to your mobile phone number shown on the **order form** or given to us in writing.
- 23.3 Written notice delivered by hand will be considered to have been received on that day.
- Written notice sent by post will be considered to have been received three days after the date it was posted.
- Written notice sent by fax will be considered to have been received when it is sent, as long as the sender receives a transmission report confirming that the fax has been sent correctly.
- Written notice sent by email will be considered to have been received on the **working day** it is first stored in the email inbox of the person the notice was emailed to.
- Written notice sent by text message will be considered to have been received on the **working day** the notice is first stored in the message inbox of the person the notice was texted to.

- 23.4 If you send us written notice to end the **agreement** or cancel any part of the **service** you must make sure that you keep a copy of the notice and proof of delivery.

### 24. Confidentiality

- 24.1 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.
- 24.1.1 The receiver will keep confidential information the provider gives in discussions leading to the **agreement**, and then in connection with the **agreement**, private.
- 24.1.2 The receiver can give the provider's confidential information, to the extent necessary and in strict confidence, to their employees, agents and subcontractors involved in providing or using the **service**, as the case may be. The receiver will not release all or some of the provider's confidential information to any other person without the provider's permission in writing.
- 24.1.3 The receiver will only use the provider's confidential information in connection with providing or using the **service**, as the case may be, and not for their own benefit or the benefit of anyone else.
- 24.2 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 26.13, but we will not otherwise reveal the terms of the **agreement** to any third party without your permission in writing.

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- 24.3 The confidentiality obligations in clauses 24.1 and 24.2 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 their confidential information being released.
- 24.4 The confidentiality obligations in clauses 24.1 and 24.2 will not extend to confidential information which:
- 24.4.1 became available to the public in a way other than through the receiver's negligence or failure to meet an obligation under this **agreement**;
  - 24.4.2 the receiver already knew before the provider gave it them; or
  - 24.4.3 was given by a third party who did not receive it in confidence.
- 24.5 Clause 24 will stay in force after the **agreement** or any part of it ends.

## 25. Data protection

- 25.1 This clause will apply to the extent that we **process personal data** on your behalf in the course of providing the **service** under this **agreement**.
- 25.2 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.
- 25.3 Under this **agreement**, you will be responsible for:
- 25.3.1 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.
  - 25.3.2 ensuring you have the right to collect, provide access to or transfer the **personal data** to us for **processing** under this **agreement**.
  - 25.3.3 ensuring that you will not disclose (or permit any **data** **subject** to disclose) any special categories of data to us for **processing**.
- 25.4 We will **process** the **personal data** to the extent necessary to provide you with the **service** and in accordance with your reasonable instructions (including the reasonable instructions of any users accessing the **service** on your behalf) as set out in the **agreement** or otherwise in writing, and in doing so we will comply with the **data protection legislation**.
- 25.5 We will ensure that any of our personnel authorised to **process** the **personal data** will be subject to a duty of confidentiality.
- 25.6 We will take the following security measures:
- 25.6.1 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**).
  - 25.6.2 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.
  - 25.6.3 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**.
- 25.7 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:
- 25.7.1 We maintain an up-to-date list of **sub-processors** which will be available on request.
  - 25.7.2 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**.
- 25.7.3 We remain liable for any breach of the **data protection legislation** caused by our **sub-processor** when **processing personal data** under this **agreement**.
- 25.8 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**).
- 25.9 Taking into account the nature of the **processing** and information available to us, we will provide reasonable assistance to you to allow you to comply with your obligations in relation to: (i) security measures; (ii) notifying **data breaches**; and data privacy assessments.
- We will be entitled to recover our reasonable costs of providing such assistance to you.
- 25.10 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 25, 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.
- 25.11 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.

## 26. Marketing and your information

- 26.1 When you ask for our services, we will check the following records about you, your **group companies** and your business partners.
- 26.1.1 Our own records.
- 26.1.2 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.
- 26.1.3 Records held by fraud-prevention agencies.
- 26.1.4 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.
- 26.2 We will make checks such as assessing your application for the **service** 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.
- 26.3 We will send credit-reference agencies information you give us, including information on your business and its owners. The credit-reference agencies will record the information 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 account with us and how you manage it.
- 26.4 If you do not pay amounts you owe us, in full and on time, credit-reference

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- 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.
- 26.5 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.
- 26.6 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 other countries, the information recorded by fraud-prevention agencies.
- 26.7 We may monitor and record our telephone conversations with you in order to maintain the quality of our customer services and for training purposes.
- 26.8 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.
- 26.9 Unless you have ticked the relevant boxes on the **order form**, or you have told us otherwise in writing, we may:
- 26.9.1 use your information to send you information about other products or services we or our **group companies** has available; and
- 26.9.2 provide your information to third parties so they can give you information about their products or services.
- 26.10 You authorise us to give your name and other contact details to the emergency services. Unless you tell us in writing that you withdraw that authorisation, we will also be authorised to provide those details to other communications operators and providers of directories. We will have no liability for any publication made by the emergency services or communications operators.
- 26.11 For the purpose of providing services under the **agreement** you give us permission to use your personal information, together with other information from you, for the purposes of:
- 26.11.1 providing you with the **service**, service information and updates;
- 26.11.2 administration;
- 26.11.3 credit scoring;
- 26.11.4 carrying out identity checks;
- 26.11.5 preventing fraud;
- 26.11.6 monitoring and improving customer services;
- 26.11.7 training; and
- 26.11.8 tracking and assessing the use of our services (which includes processing call, usage, billing and interactive information);
- for as long as we need to for these specified purposes, which may be after the **agreement** ends.
- Occasionally, we may use third parties to process your personal information in the ways set out above. These third parties can only use the information in line with our instructions.
- 26.12 We may use any information you provide for the purposes set out in this clause 26, 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. We can also provide such information to other providers of electronic-communications services.

- 26.13 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.

## 27. Test or trial services and promotional offers

- 27.1 We may from time to time provide test services, trial services or promotional offers to some or all of our customers. Any separate terms and conditions we specify will apply to those services and offers. Unless those separate terms and conditions state otherwise, we will not have any liability under the **agreement** in connection with test or trial services or promotional offers. The terms and conditions of any test or trial services or promotional offers may require a change to the **agreement**. In this case, by accepting the services or offer you will be considered to have accepted the change to the **agreement**. Unless the terms and conditions of a test or trial service or promotional offer state otherwise, we may withdraw or change the service or offer for some or all of our customers at any time and without giving notice.

## 28. Entire agreement

- 28.1 The **agreement** between you and us, together with any document referred to in it, is the whole agreement between you and us and replaces any previous drafts, agreements, and arrangements relating to the **service**.
- 28.2 You and we agree that neither of us has been encouraged to enter into the **agreement** by any representation or promise other than those contained in the **agreement**, and cannot take 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 15.4 and 15.5 will apply to any representation or promise that is central to the **agreement**.)

## 29. Miscellaneous

- 29.1 Except where the **agreement** states otherwise, the rights and remedies under the **agreement** are in addition to, and do not overrule, any other legal rights and remedies.
- 29.2 If we do not exercise, or delay in exercising, any right or remedy we have under the **agreement**, this does not mean we have given up that right, and so we may exercise it in the future.
- 29.3 If we exercise all or part of any right we have under the **agreement**, this will not prevent us from exercising that or any other right in the future.
- 29.4 If any court or other relevant authority finds that any part of the **agreement** is illegal or cannot be enforced, this will not affect the rest of the **agreement**. In these circumstances, you and we will discuss the affected part of the **agreement** to find a substitute that, as far as possible, results in the same economic effects and is legally binding.
- 29.5 If any part of the **agreement** is intended to stay in force after the **agreement** ends, that part will stay in force after the **agreement** ends for any reason.
- 29.6 Unless there are any relevant restrictions in the **agreement**, at any time after the date of this **agreement**, you or we may ask the other to complete any necessary paperwork, and take any action reasonably necessary, for the purpose of giving you or us (as appropriate) the full benefit of your or our rights under the **agreement**. The one asking for the paperwork to be completed, or action carried out, will pay the reasonable costs that result from completing the paperwork or carrying out the action.
- 29.7 Nothing in the **agreement** forms a partnership between you and us, or makes you an agent of ours (or vice versa).
- 29.8 You and we agree that the **agreement** cannot be enforced by anyone (other than you and us) under the Contracts (Rights of Third Parties) Act 1999 or any amendment to it.

### 30. Settling disputes

- 30.1 If there is a dispute between you and us in connection with the **agreement**, and you and we cannot settle the dispute between ourselves within 30 days of giving the other notice of the dispute, you or we may refer the dispute for arbitration, or to the courts of England, in line with clause 31.
- 30.2 While the procedure set out in this clause 30 is being followed, and during any legal proceedings which may be ongoing or pending, you and we will both continue to meet our obligations under the **agreement**, but nothing in this clause prevents you or us from ending the **agreement** in line with these standard terms and conditions or any **special terms** that apply.
- 30.3 Nothing in this clause 30 prevents you or us from applying to a court for equitable relief (a range of remedies that a court has the power to grant) if damages alone would not be an adequate remedy for breaking the **agreement**.

### 31. Governing law and arbitration

- 31.1 The **agreement** and any obligations arising from or connected with it will be governed by, and interpreted according to, English **law**.
- 31.2 Any dispute arising under the **agreement** which does not involve:
- 31.2.1 a complicated issue of **law**; or
  - 31.2.2 an amount of more than £5,000;
- may be referred to arbitration or other appropriate method of dispute resolution.
- 31.3 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.
- 31.4 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](http://www.virginmediabusiness.co.uk), or you can phone our Customer Services team using the contact details on **our website** to ask us for a copy.

### 32. Miscellaneous

- 32.1 Where the service includes registering or hosting a gov.uk **domain name** set out on the **order form** or agreed with you in writing, the terms at the following url will also apply:  
<https://www.gov.uk/guidance/additional-terms-for-govuk-agreements#terms-you-must-include-in-govuk-agreements>.



# Thank you

**Registered Office:**

**Virgin Media Business**  
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Reading  
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T: 0800 052 0800

Registered in England and Wales No. 01785381



**BUSINESS**



**BUSINESS**

# SIP Trunking service

## Version 4

This document tells you about our SIP Trunking service. These **special terms**, along with our standard terms and conditions and our **service level agreement**, 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 have the same meaning as they have 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.

**agreement** means collectively these **special terms**, the **standard terms and conditions**, the relevant **order form** and the **service level agreement**.

**authorised equipment list** means the list of **cpe** that is compatible with the **service** communicated by us to you from time to time.

**call** means a signal, message or communication which can be silent, visual or spoken, excluding text messages.

**connectivity** means Our ipvpn or mia access

service **cpe** means customer premises equipment (including but not limited to telephone handsets) used in connection with the service and which may be service equipment or purchased equipment (as defined in the standard terms).

**data protection legislation** means collectively the Directive 95/46/EC or any subsequent legislation in relation to the directive and applicable local legislation enacting the directive, which includes in respect of personal data originating in the UK, the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Computer Misuse Act 1990 and the

Regulation of Investigatory Powers Act 2000.

**dynamic channels** means a SIP trunking channel variation that can be activated and deactivated to allow increases in capacity.

**emergency call** means a call to 999 or 112, or an equivalent number for calling the **emergency services**.

**emergency call service** means the service conveying emergency calls as described in clause 9.

**emergency services organisation** means the relevant local public police, fire, ambulance and coastguard services and other similar organisation providing assistance to the public in emergencies.

**fair usage policy** means our fair use policy provided to you with the order (as updated and communicated to you from time to time).

**licence** means the non-exclusive revocable right granted by us and our licensor for a **user** to use the **service** during the **licence term** on and in accordance with the terms of this **agreement**.

**licence start date** means the date on which we confirm the **service** is available to you or a **user**.

**licence term** means, in respect of each **licence** ordered, the **minimum licence term** and any extension to it.

**minimum licence term** means the minimum licence period for a **service** as set out in the order form starting from the **licence start date**.

**nuisance calls** means an unwanted call that causes annoyance to the receiver of the call and/or is a hoax call, and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene or menacing nature

## Special terms

including unauthorised 'spam' calls and 'silent' calls as defined by Ofcom in its 'Statement of policy on the persistent misuse of an electronic communications service' published 1 March 2006, and any subsequent update.

**planned engineering works** means scheduled maintenance activity which we or our **supplier** undertake from time to time to maintain and/or upgrade the **service** which may affect the availability of the **service**.

**regulatory body** means any government, quasi-government, statutory or regulatory, administrative, fiscal or judicial body, department, commission or any other competent authority or entity in any part of the world having responsibility for the regulation or governance of the **service** (or any part of the **service**) and/or any services related to or impacted by the **service** and /or having jurisdiction over us or our **supplier** (as the case may be).

**rental** means the rental (including licence fees) for the **service**, as set out in the **order form** and **price guide** (as amended and updated from time to time in accordance with these special terms).

**scheduled downtime** means **users** being unable to make and receive **calls** within the **service** (or any part of the **service**) which is pre-planned (including any **planned engineering works**) and in respect of which we have given you at least 3 **working days'** prior notice including an explanation of the purpose of such **scheduled downtime**.

**service** means the SIP Trunking service set out in the **order form and service literature**.

**service features** means features of the service as set out in the order form and service literature.

**software** means the software used by us to provide the **service**.

**special terms** means these terms and conditions specific to the **service**.

**standard terms and conditions** means our standard terms and conditions, as set out in the **order form**, that apply to the **service**.

**supplier** means our supplier for the purposes of providing the service. We

may change our supplier from time to time without reference to you.

**unauthorised equipment** means equipment that is not on the authorised equipment list.

**unplanned downtime** means any unavailability of the **service** (or any part of the **service**) which is not **scheduled downtime**, (including unforeseen circumstances like a major service outage on our **supplier's** network or because of an emergency. **user** any person who uses the **service** at your company or one of your group companies.

**working day** means 09:00 to 17:30 Monday to Friday, excluding public and bank holidays in England.

## 2. Using the service

In addition to clause 10 of our **standard terms and conditions**, the following also apply.

### 2.1 You agree not to use the **service**:

- 2.1.1 to make **nuisance calls**;
- 2.1.2 to send, knowingly receive, upload, download, use or re-use material which is offensive, indecent, defamatory, obscene or menacing;
- 2.1.3 contrary to any instructions provided under special term 3.1;
- 2.1.4 in a manner that is in any way unlawful, fraudulent or in bad faith or which has any unlawful, fraudulent or bad faith purpose or effect; or
- 2.1.5 in a manner that in our reasonable opinion (or the reasonable opinion of our **supplier**) could materially affect the quality of any telecommunications service, including the **service**, provided by us.

### 2.2 You will test any **software** used with or in conjunction with the **service** with the latest commercially available virus detection software to ensure that any such **software** is not infected by viruses and/or logic bombs, worms, Trojan horses and any other type of disruptive, destructive or nuisance programs.

## Special terms

- 2.3 We may monitor the profile of **calls** made through your use of the **service** for potential fraudulent or bad faith use and take reasonable steps (with which you must comply) to prevent such use.
- 2.4 You must adhere to the **fair usage policy** and any other restrictions of use contained in the **service literature**.
- 2.5 If you have purchased a **service** which includes a call tariff with inclusive minutes or call spend, use of the service will be subject to the **fair usage policy**. The inclusive minutes will be detailed in the relevant tariff sheet provided with your order, which forms part of your contract. If in any billing month the number of call minutes used (as evidenced by our records) exceeds the number of inclusive minutes set out in the tariff sheet, we may invoice you for any additional minutes used. The tariffs applicable to such excess of call minutes shall be as detailed in the applicable individual destination tariff tables provided in your tariff sheet.
- 2.6 You may vary the number of channels as part of the **agreement**. If you reduce the number of channels within the minimum period we may charge you a **cancellation charge**.
- 2.7 You must provide all required information requested within the order pack to ensure a smooth and effective order.
- 2.8 All porting requests must contain clear and accurate information. Failure to do so may lead to a delay in delivery and charges. We will perform number porting using the information supplied by you and in accordance with all relevant legislation and regulations (including codes of practice).
- 2.9 If we fail to provision the service correctly or the provisioning of the service is defective, we shall (on becoming aware of the issue), take all reasonable steps to promptly rectify the deficiency.
- 2.10 You are responsible for the equipment or services you need to use the **service** (including your **connectivity**).
- 2.11 You are responsible for maintaining the connection between your network and the equipment we use at your premises to supply the **service**.
- 2.12 The **service** can only be provided to you through **connectivity**. For the avoidance of doubt, the **service** does not include the

provision of **connectivity** and which will only be provided to you where you have ordered that specific service from us, subject to the terms of that agreement.

- 2.13 If you are unable to use the **service** due to your connectivity or lack thereof we will continue to provide the **service**, and you must continue to pay for the **service**, unless and until we receive a termination notice from you. If you terminate the service prior to expiry of the minimum period we may charge you a cancellation charge in accordance with special term 5.7.
- 2.14 If we have a contract with you to provide your **connectivity** and we suspend that service under the terms of that agreement, we may also, without liability to you, suspend the service.
- 2.15 Any restrictions, limitations or conditions affecting your **connectivity**, will also apply to the **service**.
- 2.16 **Dynamic channels** will be provisioned in a deactivated state and will only be activated and available for use when we have accepted a completed request form from you.
- 2.17 If you require **Dynamic channels** to remain active for:
  - 2.17.1 less than 28 days, the end date for deactivation must be stated in the request form: or
  - 2.17.2 more than 28 days, you must submit a deactivation request form to us with at least 5 days' notice prior to the desired deactivation date.

## 3. Service management

- 3.1 We may from time to time provide you with instructions which we believe are necessary for reasons of health, safety or the quality of the service or other services provided by us or our supplier. You must comply and ensure any user complies with such instructions and pass on any instructions we give you to **users** promptly.
- 3.2 We may, without liability to you, take action to block or restrict your or any **user's cpe** from accessing the **service** if you or any **user** use the **service** in a way that is damaging to the **service**.

### 4. Service Constraints

- 4.1 You acknowledge that some technical limitations regarding supply of the **service** to some **user** sites may only become apparent after the service has been installed and working at those sites for some time. We will use our reasonable endeavours to assess and implement alternative solutions or remedial actions to allow the **service** to continue but we may need to withdraw the **service** or parts of the **service** at such sites. We will give you written notice where we need to do this.
- 4.2 If under special term 4.1 above we withdraw part of the **service** to a **user's** site you shall have the right to terminate the whole **service** to that site and any associated **licences** within 50 days of our notice to you under 4.1. above.

### 5. Charges

- 5.1 We will invoice any connection charges for the **service** (or any part of it) on or around the **service start date** of the relevant **service**, or any other date we specify.
- 5.2 Charges will be invoiced to you monthly in arrears from the service start date. If you make any change to your contract e.g. activating or de-activating any dynamic channel licenses etc. in accordance with the terms of the contract, we will endeavour to include the charges in respect of such changes in your next invoice and which may be pro-rated depending on when the change takes effect.
- You acknowledge and accept that every time you submit a request to activate a **Dynamic Channel** you will be charged **rental** for each activated **dynamic channel** at the same rate as your primary channel **rental** charge for the period during which the **dynamic channel is active**, subject to a minimum 5 day rental charge.

If we cannot provide the **service** as a result of:

- 5.2.1 you failing to meet your obligations under our standard terms and conditions and/or these special terms; or

- 5.2.2 the service ending or being suspended as a result of your connectivity ending or being **suspended**;

you will still be liable for paying the **charges** under the **agreement** (including early cancellation charges) if the **service** ends before the expiry of the minimum period.

- 5.3 Clause 9.3.2 and 9.3.3(a) of the **standard terms and conditions** shall be deleted and replaced with the following:

- 9.3.2 We can increase the **rental** and increase or introduce other recurring charges at any time during the term of the contract by giving you 21 days' notice in writing.

- 9.3.3(a) We can increase **call charges** by giving you five days' notice in writing or publishing the revised **call charges** on our website at least five days in advance;

- 5.4 Clause 9.3.3(b) and clause 9.4 of our **standard terms and conditions** shall be deleted and the remaining sub-clauses of clause 8 shall remain in full force and effect but shall be renumbered accordingly.

- 5.5 if you cancel or terminate a **licence** prior to expiry of its **minimum licence term** (whether by cancelling the **agreement** or a specific **licence**), you must pay us an amount equal to the **licence fee** plus any charges for the features set out in the order form for the **service** for the **minimum licence term** less any **licence fees** and feature charges you have already paid which shall be in addition to any other cancellation charges payable under clause 9.17 of our standard terms.

### 6. Connection of equipment to the service

- 6.1 Any equipment connected (directly or indirectly) to or used with the **service** must be compatible with the **service** and on the **authorised equipment list**. Any equipment not listed as **authorised equipment**, will not be supported by the **service** and will be **unauthorised equipment**.

## Special terms

- 6.2 If you need to modify or change the **authorised equipment** connected to the **service** this will need to be agreed with us in advance
- 6.3 If we become aware that **unauthorised equipment** is being connected to the **service** we will serve notice on you to remove the **unauthorised equipment**. Failure to remove the **unauthorised equipment** may result in the termination or suspension of the **service**.
- 6.4 You must not use predictive diallers (equipment or software which automatically calls a list of phone numbers) or similar technologies with the SIP Trunking service unless we have agreed to this in writing.

## 7. Limitation of liability

- 7.1 Sub-clauses 15.4.1 and 15.4.2 of our standard terms and conditions shall be deleted and replaced with the following:-
- 15.4.1 100% of the total charges you have paid us in that agreement year; or
- 15.4.2 £25,000
- Whichever is more.

## 8. Transfer of Undertakings (Protection of Employment) Regulations 2006

- 8.1 You must indemnify us, and keep us indemnified against:
- 8.1.1 any loss, cost, damage or expense, including legal expenses on an indemnity basis (a basis for assessing costs, as covered in Part 44 of the Civil Procedure Rules), we suffer or have to pay (including as a result of any claim made by our licensors) in connection with any employee of yours transferring (or allegedly transferring) to us; and
- 8.1.2 any liability in connection with any employee of yours transferring (or allegedly

transferring) to us under the Transfer of Undertakings (Protection of Employment) Regulations 2006, arising directly or indirectly as a result of you and us entering into the **agreement** or the employee's employment ending (including compensation for unfair dismissal, notice pay or statutory redundancy pay, or under regulations 12 or 15 of the Transfer of Undertakings (Protection of Employment) Regulations 2006).

- 8.2 The indemnity at special term 8.1 above shall be unlimited and included in clause 15.1 of our **standard terms and conditions**

This special term 8 will continue to apply after the **agreement** ends.

## 9. Emergency calls

- 9.1 You agree and acknowledge that in relation to **emergency calls** made using the **service**:
- 9.1.1 the **user's** equipment used to access the **service** requires mains power to make **emergency calls**;
- 9.1.2 the **user** is required to confirm or provide their location when making an **emergency call** to enable the relevant **emergency services organisation** to respond; and
- 9.2 an **emergency call** made using the **service** may not receive the same network priority as an **emergency call** made on a mobile network or on a circuit-switched fixed line.
- 9.3 The **emergency call service** will only be available where the **emergency call** originates from a calling party located in the UK having a telephone number conforming to the national telephone numbering plan, as set out on the Ofcom website, and being either from a geographic number range or from non-geographic number ranges with a prefix of: 055, 056, 03 or 08.
- 9.4 We will give you not less than 50 days' written notice of any material changes to the **emergency call service**.

# 10. Intellectual Property Rights

- 10.1 Clause 12.10 of our standard terms and conditions shall be deleted and replaced with the following clause 12.10:
- 12.10 You must indemnify us against any damages (including costs) awarded against us and any liabilities, and costs which we suffer or incur in connection with any claim or action against us or our **supplier** as a result of the **service** infringing the intellectual property rights of a third party (an intellectual property rights claim against us) if that claim or action arose from:
- 12.10.1 work we carried out in line with instructions or specifications you gave us; or
- 12.10.2 you connecting or using your own apparatus (except purchased equipment) with the **service**.
- 12.10.3 Any of the circumstances set out in clause 12.7.1 – 12.7.6 of the **standard terms and conditions**

# 11. CPE

- 11.1 You must only use **cpe** on the **authorised equipment list**. We may amend the **authorised equipment list** from time to time on not less than 25 days' notice. Any notice will state what is being removed from the **authorised equipment list**, when it will be removed and what **cpe** will replace it. If you are using service equipment or purchased equipment which is removed from the **authorised equipment list** we will continue to support such **cpe** for 90 days after the date our notice stated it was to be removed from the **authorised equipment list** (unless it is considered to be a security risk in which case a shorter period will apply)
- 11.2 If a change to the **authorised equipment list** means that you or a **user** would have to make material changes to your (or their) systems (including any software,

hardware, equipment, networks or infrastructure) or incur material costs you may provide us with written evidence of those costs or changes. If we agree that such costs or changes are material we shall continue to support such **cpe** until the expiry of the **minimum licence term** for the last **licence** affected by such change that you (or the relevant **user**) had entered into prior to such change to the **authorised equipment list**.

- 11.3 You will keep and maintain each piece of **cpe** and only use it in accordance with the manufacturer's or our instructions. You must ensure that any authorised equipment complies with any specific compatibility and interfacing requirements within a reasonable time of us notifying them to you. You must take reasonable steps to ensure any service equipment or purchased equipment is configured to prevent it being used in the commission of criminal offences (including making bad faith or fraudulent **calls**). If you or any **user** modifies or changes any **[authorised] equipment** in a manner that could have a detrimental impact on the **service**, any of our (or our **supplier's**) equipment, our (or our **supplier's**) network or the network or equipment of another customer of us or our supplier then you must give us 30 days' prior written notice and we may suspend or terminate the **service** by giving you notice.
- 11.4 If we provide software to you through the service we do not guarantee that it will be error free, but will we procure to have any errors corrected within a reasonable time if they impair the performance of the **cpe**.
- 11.5 Where a **cpe** sustains damage as a result of your actions you will indemnify us for the fix or replacement of the **cpe**.
- WEEE Directive**
- 11.6 You will be responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**weee directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of **cpe** that has become waste electrical and electronic equipment ("**weee**").
- 11.7 Each of us acknowledge that for the purposes of Article 13 of the **weee directive**, the obligations and terms set out in special terms 11.10 – 11.14 inclusive constitute an agreement stipulating other

## Special terms

financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of **wEEE**.

- 11.8 You will be responsible for any information recording or reporting obligations imposed by the **wEEE** directive.
- 11.9 You will indemnify us against any claims or legal proceedings that are brought or threatened against us by a third party which would not have been caused or made had you fulfilled your express or implied obligations under clauses 11.10 – 11.14 inclusive of these special terms or in connection with the **wEEE** directive.
- 11.10 We will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

## 12. Data protection

- 12.1 You agree to comply with your obligations under applicable data protection legislation, and maintain all relevant registrations and notifications. You agree to obtain all registrations, notifications and consents that you need to enable us and our sub-processors to process the personal data of users for the purposes of performing our obligations under the agreement.
- 12.2 You agree to indemnify us against all loss, damages, reasonable costs, liabilities and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against us by a third party because you are in breach of 12.1 above.

## 13. Changing the agreement or service

- 13.1 Clause 20.2 of the standard terms and conditions shall be deleted and replaced with the following clause 20.2:
- 20.2 Despite clause 20.1, we can propose any changes to the agreement (other than in relation to charges (which are governed by clause 4 of these special terms) and service changes that are governed by clause 20.4 and 20.5, by giving you 21 days' written notice before the change is due to take effect. You may

serve a notice on us stating any objections to the change within 21 days of the date you received notice of the change from us. We will consider any objections received.

- 13.2 Clause 20.5 of the standard terms and conditions shall be deleted and replaced with the following new clause 20.5:

20.5 we may also change the **service** at any time (other than for the reasons set out in clause 20.4), including as a result of a change of name, a change in how we provide services, a change in technology or an upgrade to or substitution of an alternative service, or the introduction of new or improved service levels and/or licences, as long as:

- 20.5.1 you will not be charged for the change; and
- 20.5.2 the charges and minimum period will not be affected by the change

## 14. Suspending the Service

- 14.1 In addition to our suspension rights at clause 16 of our standard terms and conditions, we may suspend the service if:-
- 14.1.1 all or any part of any contract between us and another telecommunications provider is suspended and this affects the provision of the service.
- 14.1.2 abnormally high Call volumes are conveyed via the Service for onward termination to a network operated outside the UK, we and/or our supplier may instigate network management control measures including but not limited to call barring.
- 14.2 We may also suspend the service for operational reasons, to introduce or withdraw service features, provide new installations, update facilities, carry out general maintenance and planned engineering works or change the technical specification of the service upon giving not

## Special terms

- less than 10 days' notice. In such event we will use our reasonable endeavours to minimise disruption to users.
- 14.3 Occasionally we may need to suspend the service (or a part of the service) for unplanned downtime. We will give you as much notice as possible of any unplanned downtime. If we cannot give you prior notice then we will inform you as soon as possible after the unplanned downtime commences. We will tell you the reason for such unplanned downtime in our notice or as soon as possible afterwards. We will use reasonable endeavours to avoid/minimise the occurrence and duration of any unplanned downtime wherever practicable.
- 14.4 We shall not be liable to you where we suspend the service in accordance with this special term 14.

## 15. Presentation numbers

- 15.1 All presentation numbers (the phone numbers presented to the person you are calling):
- 15.1.1 must be authentic numbers;
  - 15.1.2 must be able to be dialled or have been received from the public electronic communications network and passed on unchanged;
  - 15.1.3 must not be premium-rate numbers(except for those we authorise in writing), a number that connects to a revenue sharing number that generates unexpected or excessive call charges, international or **emergency services** numbers;
  - 15.1.4 you acknowledge that exploiting a presentation number to generate revenue generating calls may be persistent misuse of an electronic telecommunications network or electronic communications service. Where this is the case, it will constitute a material breach of this **agreement**;
  - 15.1.5 must be supported by an underlying network number

(the phone number for the line the call is made on);

- 15.1.6 Any presentation numbers to be presented on our communications network must be agreed by you and us in writing;
- 15.1.7 If a presentation number is allocated by a third party, you must get the third party's permission in writing before presenting it on the outbound call and let us know promptly if that permission is withdrawn;
- 15.1.8 You must indemnify (fully compensate) us for, all costs, claims, damages or proceedings made or threatened to be made as a result of you misusing a presentation number. This special term 15.1.8 shall be included in clause 15.1 of our **standard terms and conditions**;

- 15.2 You accept that some networks will not recognise a presentation number.
- 15.3 You must make sure that if a member of the public calls the presentation number, you have the facilities to answer the call in person or through an interactive voice response system.
- 15.4 You will comply with the CLI code of practice
- 15.5 We reserve the right to suspend or withdraw the use of presentation numbers upon notice if the information you have provided is or becomes inaccurate and/or we reasonably believe that the presentation numbers are prohibited by the CLI code of practice and/or are being used to generate revenue sharing.

## 16. Ending the agreement

- 16.1 The reference in clause 17.1.2 of the standard terms and conditions is amended to 10 days.

## 17. Cancelling the service

- 17.1 In addition to our rights to terminate the agreement under clause 17.1, or cancel any part of the service under clause 21.1 of the **standard terms and conditions**,

## Special terms

we can cancel the **service**, in whole or part, at any time to comply with a direction from Ofcom or any other **regulatory body** to suspend or cancel the **service** or any part of it (but this right to terminate will not relieve us of our liabilities under the **agreement**) in connection with the direction received.

## 18. Events beyond your or our control

- 18.1 The second paragraph of clause 19.1 of our standard terms and conditions is deleted and replaced with the following:

“Circumstances beyond your or our control” means matters beyond your or our reasonable control (having taken reasonable precautions or measures) including but not limited to act of God, lightning, flood, exceptionally severe weather, subsidence, fire, explosion, war, civil disorder, national or local emergency, statutory obligation, industrial disputes (including those involving a party’s own employees provided that party has taken all reasonable steps to prevent and /or resolve such industrial disputes from arising), delay or failure of a party’s suppliers due to a matter beyond that supplier’s reasonable control, delay or failure or rationing of energy supplies, unplanned or emergency acts or omissions of local or central government or other competent bodies, acts or omissions of persons for whom a party is not responsible or any other cause whether similar or dissimilar outside its reasonable control.

# SIP Trunking

## How we'll look after you

Thank you for your business. We'll never take it for granted. That's why we've put together this **service level agreement (sla)**. It lets you know exactly what we promise to deliver as part of our SIP Trunking service that you've ordered from us. This **sla** forms part of the agreement between you and us for services provided so, naturally, we'll fulfil what's laid out here. If we're providing you with connectivity for access to this service, that part of the service is covered by the connectivity service level agreement. In this case, you'll need to read this **sla** and that one too.

The transferring of numbers from another service provider (the **losing communications provider**) to these services (a **port**) is also covered with Geographic Number Portability (**GNP**)

## Our service availability promise

We pride ourselves on delivering a high availability service and keeping the SIP Trunking service up and running so you can continue with what you need to do.

We've come up with a set of **service availability** targets for our SIP Trunking service, so you know what to expect from us each month. These are set out in Table 1 below.

Table 1

| Service Component   | Service Availability Target |
|---------------------|-----------------------------|
| SIP Trunks          | 99.999%                     |
| SIP Trunking Portal | 99.99%                      |

We measure **service availability** by measuring the amount of **outage time** in a **service period**.

We work out **service availability** and **outage time** for each **service period** like this:

$$\frac{24\text{hrs} \times \text{days a rental month} - \text{Outage Time hrs}}{24\text{hrs} \times \text{days in a rental month}} \times 100\%$$

## Your remedies

Where the SIP Trunks **service availability** is less than 99.999%, you can claim **service credits** once a calendar month only. The applicable **service credit** is calculated by multiplying the **charges** for that **service period** by the applicable percentage shown below in Table 2:

Table 2

| Monthly Uptime Percentage | Service Credit                           |
|---------------------------|------------------------------------------|
| < 99.999 to 99.99%        | 5% of monthly <b>SIP channel rental</b>  |
| < 99.99 to 99.93%         | 10% of monthly <b>SIP channel rental</b> |
| < 99.93%                  | 15% of monthly <b>SIP channel rental</b> |

## Bringing you back online

If a problem arises, we'll aim to fix it within the times shown in the Table 3 below:

Table 3

| Fault Category | Target Restoration Time |
|----------------|-------------------------|
| P1 Fault       | 6 hours (24/7)          |
| P2 Fault       | 8 hours (24/7)          |
| P3 Fault       | 1 working day           |
| P4 Fault       | 3 working days          |

## Who's in charge of getting problems sorted?

If a problem isn't sorted within the times we promise, then we escalate it as you can see from the table below

### Our commitment to you:

| Late Service Restoration |                  |
|--------------------------|------------------|
| Internal Escalation      | Escalation Level |
| Team Manager             | Level 1          |
| Fault Centre Manager     | Level 2          |
| Head of Business Assure  | Level 3          |

So now we've covered the main points, all that's left to read is the full agreement. It spells out exactly where we both stand so that there is no confusion.

## Definitions of terms used

Except as otherwise defined in this **sla** or unless the context otherwise requires, all defined terms in this **sla** shall have the same meanings as in the **agreement**.

**charges** means, for the purpose of this **sla**, the recurring monthly charges which are payable by you under the **agreement** for the **service**, but excluding any **cancellation charges**, **connection charges** or other one-off charges.

**excused outage** means any **fault** caused by:

- (a) your network, system or equipment, or any part of it, including your **SBC** and **access service** or
- (b) your acts or omissions; or
- (c) over subscription of bandwidth or congestion on your IP network that is not caused by us; or
- (d) your failure to ensure that sufficient Realtime bandwidth is available to ensure that IP packet loss, jitter and latency do not exceed the relevant limits required by Realtime applications; or
- (e) unavailability of, or your failure to have or maintain in place in accordance with the **agreement**, an appropriate **access service**; or
- (f) your breach of the **agreement**; or
- (g) your failure or delay in complying with our reasonable instructions; or

- (h) a force majeure event as set out in the Agreement; or
- (i) an act or omission of any third party which is beyond our reasonable control.

**fault** means a **p1 fault**, **p2 fault**, **p3 fault** or **p4 fault** which has been reported to us in accordance with standard fault reporting procedures (see 'reporting a fault' below) or logged by us on our fault management system.

**fault report** means the report of a **fault** either by you or us that has been recorded on the call record at our Business Technical Support Centre in accordance with standard fault reporting procedures.

**outage time** means the sum total time that the **service** is unavailable in the relevant month due to a **p1 fault**.

**p1 fault** means the **service** is unavailable with complete or major loss of service causing a critical impact to your business operations. Immediate restoration of service is expected.

For example, all of your **users** are unable to make or receive an external call, business critical call divers are failing or calls to your business critical number(s) are failing.

**p2 fault** means the **service** is available but operating with reduced functionality or degraded service that is causing significant business impacts to you.

Example of scale would be consistently intermittent ability to use voice services due to poor quality or dropped calls, call divers are failing or you are unable to access the **SIP Trunking Portal** to configure emergency call divers.

**p3 fault** means the **service** is available but an issue is causing reduced functionality or degraded service, but which does not cause a significant business impact to you.

Example of scale would be **CLI** presentation being inhibited and the **SIP Trunking Portal** and/or call reports are unavailable.

**p4 fault** means the **service** is available but an issue has been raised which impacts an individual **user** in a minor capacity but does not impact your business operations.

Example of scale would be only one party can hear the other party during a call for an individual **user** or individual I admin is unable to access the **SIP Trunking Portal**.

**planned outage** means any circumstances in which we have notified you in advance that the

# Service Level Agreement

**service** may be unavailable or operating with reduced functionality or degraded service.

**restoration** or 'restore' means the workaround or temporary solution for, or the permanent resolution of, a **fault** which (as applicable) remedies, or negates the impact of, the **fault** so that the **service** is available.

**service** means the **service** that we provide to you as set out in the **agreement**.

**service credit** is the amount we credit or pay to you for failing to meet the **service levels** as set out in this **sla**.

**service period** means each month during the term of the **agreement**, with each month being calculated between the **service start date** and the same date in each subsequent month.

**working day** means 09:00 to 17:00 Monday to Friday, excluding public and bank holidays in the applicable part of the United Kingdom

For the avoidance of doubt, **you** and **your** shall include your employees, subcontractors and agents.

## Geographic Number Porting

As set out in more detail within this section, in the **agreement** and in our number porting guidance (available on **our website**), you are responsible for submitting a **port** request to your **losing communications provider** and for providing all necessary documents to enable that **port** request to be completed. We will assist you in completing any **port** request as set out in our Number Porting guidance.

We will notify you in writing once the **losing communications provider** has accepted your **port** request and shall provide you with a date on which the **port** will take place (a "**port date**").

Subject to the remainder of this section and the exclusions section below, if we do not confirm to you in writing that your requested geographic number **port** has been successfully completed within one (1) **working day** of the **port date** notified to you in writing, you may be entitled to claim **service credits** for each number **port** delayed.

For the purposes of this section the time a **port** is "delayed" shall be the period beginning on the second **working day** after the relevant **port date** notified to you in writing (as may be extended under this section) and ending on the day the **port** is successfully completed.

The value of any **service credit** you may be entitled to under this section shall be calculated as:

One thirtieth (1/30) of the applicable monthly rental for the relevant ported number service multiplied by the number of days delayed, up to a maximum value equivalent to 90 days' of the monthly rental for the relevant ported number.

The **service credits** set out above shall be your sole remedy for any **porting** delay or any failure by us to meet the GNP **service level** set out above.

If the delay is caused by any of the reasons set out below or in the Exclusions section of this document, we'll try to complete the **port** as soon as possible but we won't be liable to pay you any **service credits**.

Where groups of numbers are covered by a single monthly rental plan, the "applicable monthly rental" referred to above when calculating any **service credits** payable under this section will be calculated by the total group monthly **rental** charge, divided by the total number of numbers under the rental plan, and then multiplied by the number of **ports** delayed.

The completion of any GNP **ports** and the application for any **service credits** are subject at all times to the following conditions:

- (a) if we amend or extend a **port date** in accordance with clause 4.5 of **our standard terms and conditions**, or a revised **port date** is agreed in writing between us, the **port date** referred to above against which our performance shall be measured for the purpose of this section shall be the extended **port date**;
- (b) In order to complete a **port**, you are responsible for, and must to provide us with:
  - (i) a copy of the correctly completed and signed GNP "Letter of Authority", with all **porting** validation processes completed with the **losing communications provider**;
  - (ii) completing all **porting** validation processes the **losing communications provider** may require you to complete to accept or process any **port** request; and
  - (iii) accurate and complete details of the number(s) to be **ported**, in advance of the proposed **port date**.

We shall have no liability to you for any **service credits** as a result of any delay to the **port**

# Service Level Agreement

caused by your failure to provide us or the **losing communications provider** with this information.

## Exclusions

### Service availability

Unavailability of the service because of any of the following events shall not count as outage time:

- (a) an **excused outage**; or
- (b) a **planned outage**; or
- (c) emergency maintenance.

## Service restoration

Time spent in repairing a **fault** or **restoring** the **service** because of any of the following events will not be counted as part of restoration time when calculating **service credits**:

- (a) your failure or delay in providing the necessary co-operation required by us including, without limitation:
  - (i) supply of the necessary information; or
  - (ii) access to the relevant sites; or
  - (iii) supply of the necessary power or facilities; or
- (b) your relevant personnel cannot be contacted to assist us or to confirm the **service is restored**; or
- (c) a **planned outage**; or
- (d) an **excused outage**; or
- (e) emergency maintenance.

The time taken to restore a **fault** is measured from the time the **fault report** is recorded on our fault management system on a **working day** or 09:00 on the first **working day** following (if reported outside of those hours) until the time we notify you that **service** has been restored or if we are unable to contact you, the time recorded on our Business fault management system that **service** has been **restored**.

## General

The **sla** does not apply to non-standard solutions or customised services unless expressly agreed in writing.

If, on further inspection, no **fault** can be found with the **service** or the **fault** is an **excused**

**outage**, we may charge you for costs incurred by us.

## Claiming service credits and our liability to you

To request **service credits**, you must claim in writing via your Virgin Media Business Account Manager within 3 months from the date of the relevant event. If you do not claim **service credits** within such period, you will be deemed to have waived the applicable **service credits**.

You agree that **service credits** shall be your sole and exclusive financial remedy for our failure to meet **service levels**. **Service credits** payable shall relate to the monthly rental of the **service** that is the subject of the **fault**.

Notwithstanding any provisions in the **agreement** to the contrary in no event shall the total amount of **service credits** payable to you in any year for the affected **service** exceed 100% of the total of the annual **charges** for the affected **users** nor shall the amount of **service credits** payable to you in any **service period** exceed 100% of the total of that **service period's charges** for the affected **users**.

## Service planned outage

Except in an emergency or in circumstances beyond our control, we will endeavour to give you as much notice as we are able to give (but in any event not less than four (4) Working Days) of any **planned outage** which will affect the availability of the **service**. Such notice will include:

- (a) a brief description of the **planned outage**;
- (b) date and time of the **planned outage**; and
- (c) estimated duration of the **planned outage**.

Such notice will be given by way of letter or via email. However, in the case of an emergency, we may give you a shorter notice by way of a telephone call.

# Service Level Agreement

## Reporting a fault

You must comply with any fault reporting format as advised by us from time to time for the reporting of **faults**.

For the avoidance of doubt, if there is a dispute on any fault commencement or duration, the records of the fault management system at our Technical Support Centre shall be final.

Any **faults** or suspected **faults** on the **services** must be reported to our Technical Support Centre on **0800 052 0800** (followed by your PIN, if supplied).

You shall identify to us the individuals who shall have authority to report **faults (authorised individuals)**. Any replacement **authorised individuals** shall be notified to us in writing.

In our commitment to you, our internal escalation procedure is for information only and you will not have any direct contact with any of such personnel.

# 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 Buyer named on the **order form**; and
- 1.1.2 us, the Supplier;

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 clauses 8.12 and 8.13.

**charges** means our charges from time to time (including **cancellation charges** for

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.

the **professional services** ), which may

## Standard terms and conditions

**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.virginmediabusiness.co.uk](http://www.virginmediabusiness.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 attracts 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

## Standard terms and conditions

meaning because examples are also used.

- 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 18.
- 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 17.6); 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.



## Standard terms and conditions

- 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 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



## Standard terms and conditions

- 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 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



## Standard terms and conditions

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 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.



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- 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;
  - 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 9.7.6, 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**



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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



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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.
- 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.

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- 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 **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  
PO Box 1787  
Sheffield  
S9 3UH
- 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;

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- 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 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**;



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- 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



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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.

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.



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- 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 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 a 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 18.1, 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 18 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.



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- 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 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**.
- 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](http://www.virginmediabusiness.co.uk), or you can phone our Customer Services team on 0800 052 0800 to ask us for a copy.

# Thank you

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**Virgin Media Business**

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Reading  
RG2 6UU

T: 0800 052 0800

Registered in England and Wales No. 01785381



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## Version 16

### About the way we'll work together

You probably like to know exactly where you stand when you do business with someone. We're the same. That's why we've put together this document to let you know how we'll work with you. These terms and conditions, and the special terms referred to on your order form, apply to the services we provide to you.

We've set all the legal stuff out in black and white, and we've done our very best to be fair and clear. If there's anything you'd like to check through, please phone our Customer Services team using the contact details on **our website**.

## 1. Definitions and interpreting this document

- 1.1 These standard terms and conditions apply to the **agreement** between:
- 1.1.1 you, the customer named on the **order form**; and
  - 1.1.2 us, Virgin Media Business Limited;
- for the **service** set out in the **order form**.
- 1.2 The **agreement** between you and us is made up of:
- 1.2.1 these standard terms and conditions;
  - 1.2.2 the **special terms**, if any;
  - 1.2.3 the **service level agreement**;
  - 1.2.4 the **price guide**;
  - 1.2.5 the **data sheet**; and
  - 1.2.6 the **order form**.
- 1.3 The **service** will start on:
- 1.3.1 the date you use the **service**; or
  - 1.3.2 the date our **acceptance tests** are passed at the **site**;
- whichever is earlier.

- 1.4 Where the following words are printed in bold in the **agreement**, they have the meanings set out below.

**acceptance tests** means the standard tests we carry out to check that the **service** is ready for use.

**actual download speed** has the meaning given to it in clause 18.3.

**add-on service** means an optional add-on service that you choose to take which does not form part of the core services provided to you under the **agreement** and which has no **minimum period** or has a **minimum period** or notice period of 30 days or less.

**agreement** has the meaning set out in clause 1.2.

**ancillary service** means an extra service (excluding an **add-on service**) which is linked to the core **services** provided under this **agreement**, which you use, register or sign up for pursuant to this **agreement** and, where relevant, is described as an ancillary service in the applicable terms and conditions.

**applicable services** has the meaning given to it in clause 18.11.

**call charges** means our charges for calls made using the **service**. They are based on the length of the call as set out in the **price guide**, or as we otherwise agree in writing.

**cancellation charges** means the charges that apply if the **service** is

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cancelled or ends, as set out in clause 9.17.

**cancellation period** has the meaning given to it in clause 18.13.1.

**communications network** means the communications network which we and our group companies run.

**connection charges** means our charges for installing and connecting the **service**, as set out in the **order form** or as otherwise agreed in writing.

**customer promise date** means the date, as given to you in writing, by which we aim to have finished installing the **service equipment**, any **purchased equipment** and the **service**.

**customer order form** means your own order form which we have accepted. **data controller** has the meaning set out in the GDPR.

**data processor** has the meaning set out in the GDPR.

**data protection directive** means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995.

**data protection legislation** means any applicable law relating to the processing, privacy and use of **personal data**, as applicable to the **data controller**, the **data processor** or the **service**, including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing the **data protection directive** or the **e-Privacy directive** and the **GDPR**.

**data sheet** means the document which describes the **service**.

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

**domain name** means the web address set out on the **order form** or any other web address you and we agree in writing.

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

**fix period** has the meaning given to it in clause 18.9.

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

**group company** means in respect of either you or us (as applicable), any holding company and any subsidiary company, or subsidiary of such holding company, or where such holding company is a co-controlled company any of its holding companies or its subsidiary companies (as defined in Sections 1159 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 you or us in any jurisdiction.

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

**minimum period** means the period stated on the **order form**, starting on the **service start date**. If no period is set out on the **order form**, the minimum period is 12 months starting on the **service start date**.

**minimum guaranteed download speed** has the meaning given to it in clause 18.3.

**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 form** means our order form.

**our website** means [www.virginmediabusiness.co.uk](http://www.virginmediabusiness.co.uk) or any other web address we tell you about from time to time.

**outcome notice** has the meaning given to it in clause 18.10.

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

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**price guide** means information about charges for the **service**.

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

**PSTN** means a public switched telephone network being the international telephone system based on copper wires, which carries analogue voice and data.

**PSTN based service** means any **service** provided using the UK **PSTN**.

**PSTN switch off** means the phased withdrawal of **PSTN based services** by BT Openreach which is expected to conclude by December 2025.

**purchased equipment** means any equipment you buy from us in connection with the **service**.

**qualifying customer** has the meaning given to it in clause 18.1.

**qualifying service** has the meaning given to it in clause 18.2.

**rental** means the rental for the **service**, as set out in the **price guide** or as otherwise agreed in writing.

**right to exit** has the meaning given to it in clause 18.11.

**service** means the service we provide to you under this **agreement** including but not limited to any **ancillary service**.

**service credits** means any amount, as set out in the **service level agreement**, we will credit against the charges if we fail to meet the levels of service set out in the **service level agreement**.

**service equipment** means the equipment (other than any **purchased equipment**) and associated **materials** (including software forming part of the equipment) we provide to allow you to receive or use the **service**.

**service level agreement** means our service level agreement applying to the **service**.

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

**service start date** means the date the **service** starts, as explained in clause 1.3.

**site** means your site where we provide the **service** to you.

**special terms** means any extra terms and conditions specific to the **service**.

**speed fault** has the meaning given to it in clause 18.7.

**speed monitoring** has the meaning given to it in clause 18.6.

**stop sell exchange** means any telephone exchange declared by BT Openreach to be a stop sell exchange as part of the **PSTN switch off**.

**survey** means any survey or other investigations we believe we need to carry out at the **site**.

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

**your apparatus** means any apparatus (other than **service equipment**) used to receive or use the **service**, including **purchased equipment**, cabling, wiring and personal computers and any software incorporated in them.

1.5 In the **agreement**, any reference to:

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

1.5.2 '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

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

1.6 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.

1.7 The headings of clauses are for convenience only and do not affect the meaning of the clauses.

- 1.8 Where these terms and conditions say that you must not do something, you must not allow any other person to do it either. You must do everything reasonably possible to prevent any other person doing it.
- 1.9 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.
- 1.9.1 The **special terms**
  - 1.9.2 These standard terms and conditions
  - 1.9.3 The **service level agreement**
  - 1.9.4 The **order form**
  - 1.9.5 The **price guide**
  - 1.9.6 The **data sheet**

## 2. Ordering the service

- 2.1 To order the **service** you must fill in our standard **order form**. However, we may accept an order placed using a **customer order form**.
- 2.2 If we agree to provide the **service** without receiving an acceptable **order form** or **customer order form** from you, we will provide the **service** in line with these standard terms and conditions.
- 2.3 If we accept a **customer order form**, the **agreement** between you and us will incorporate any information contained in that **customer order form** which would also have been in our standard order form. No terms and conditions set out on the **customer order form** will be incorporated into the **agreement**.

## 3. Period of the agreement

- 3.1 The **agreement** will come into force when:
- 3.1.1 you and we have both signed the **order form**, or we have accepted your **customer order form**;
  - 3.1.2 we have sent you an email accepting an **order form** you have signed and sent to us
  - 3.1.3 you start using the **service**; or
  - 3.1.4 we make the **service** available to you;
- whichever is earlier.
- 3.2 Unless you or we end the **agreement** early (in the way allowed under the **agreement**), it will stay in force for the **minimum period** (see clause 3.3 below) and then continue until you or we end it by giving the other at least 90 days' notice in writing. If you or we do not want the **agreement** to continue beyond the **minimum period**, written notice must be given at least 90 days before the end of the **minimum period**.
- 3.3 The **minimum period** is:
- 3.3.1 the period stated on the **order form** starting on the **service start date**; or
  - 3.3.2 if no period is set out on the **order form**, 12 months starting on the **service start date**.

If the **service** involves installing equipment at more than one site, the **minimum period** will start on the **service start date** of the last **site** equipment is installed at, unless the **special terms** say otherwise.

### 4. Installing the service equipment and purchased equipment, and responsibility for it

4.1 We will only provide the **service** if:

- 4.1.1 our **survey** of the **site** is satisfactory;
- 4.1.2 we have the access we need to the **site** (see clause 8);
- 4.1.3 we are happy with the credit check we carry out (see clause 9.10); and
- 4.1.4 we are satisfied with the identity checks we carry out (see clause 26.5).

4.2 If we ever reasonably believe that you are not meeting the requirements of clause 4.1, we may end the **agreement** (or any part of it) immediately by giving you written notice. We will not be liable for any consequences of doing this.

4.3 We will estimate our costs for installing and connecting the **service**, and those estimated costs will be covered by our charges set out in the **order form**. When the agreement has come into force we may also carry out a **survey** of the **site** where we provide the **service**. If:

- 4.3.1 when we carry out a **survey** of the **site** our **survey** indicates that there will be extra costs (above our estimated costs) for us to provide the **service**;
- 4.3.2 when we are installing and connecting the **service**, we discover something which was not highlighted by the **survey**, and this results in there being extra costs (above our estimated costs as confirmed or as changed as a result of any extra costs arising from our **survey**); or
- 4.3.3 when we are installing and connecting the **service**, you or the landlord of your **site** asks us to (and we agree to) make a change to the

**service**, and this results in there being any extra costs;

we will tell you.

In these circumstances we can, after giving you written notice, increase our charges by the amount of the extra costs. You will have the right to cancel the **agreement** by giving us written notice within seven days of receiving our written notice. For the avoidance of doubt, no right to cancel under clause 21.2 shall arise in relation to any change to the charges under this clause 4.3. If you exercise this right to cancel, we may charge you a **cancellation charge** (see clause 9.17). If you do not exercise this right to cancel you must pay the increased charges.

4.4 We will use our reasonable efforts to install and connect the **service equipment**, and any **purchased equipment**, so that the **service** is available by the **customer promise date**. We may change the **customer promise date** as set out in clause 4.5. If the **service** is not available by the **customer promise date**, you may be entitled to claim **service credits** as set out in clause 10.

Any lead times specified in the **order form** (other than any **customer promise date**), **data sheet** or **service literature** are estimates only and are not binding on us.

4.5 We may change the **customer promise date** by the length of any delay resulting from:

- 4.5.1 your intentional actions, neglect or failure to meet your obligations under the **agreement**; or
- 4.5.2 circumstances beyond our reasonable control (including those listed in clause 20);

or if we both agree in writing to change the **customer promise date**. Any change under this clause 4.5 will not give rise to a right for you to terminate under clause 21.2.

4.6 You must provide (at your own expense) appropriate space, power, ducting and environment for us to install and maintain the **service equipment** and **purchased equipment** at the **site**. You must make

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sure that you make any necessary preparations before the **service equipment** and **purchased equipment** is connected, and you must follow any instructions we give you on making those preparations.

- 4.7 If you do not keep an agreed appointment for us to enter the **site** in connection with carrying out a **survey**, we may charge you a call-out fee.
- 4.8 If, on any agreed date, you fail to:
- 4.8.1 take delivery of, or allow us to install, the **service equipment** or **purchased equipment**; or
  - 4.8.2 allow us to carry out work;
- we may arrange storage for the **service equipment** or **purchased equipment** at your risk (meaning that we will not be liable for any loss or damage arising while the equipment is in storage). You will have to pay the reasonable costs of the storage.
- We may also charge you a call-out fee and any reasonable costs arising as a result of your failure.
- 4.9 Unless we agree otherwise with you in writing, there must be a secure electricity supply available at the **site**, at the points and with the connections we specify, for installing, using and maintaining the **service equipment** and **purchased equipment**. If you would need the **service** to continue uninterrupted in a power failure, you must provide back-up power which meets the requirements of the relevant British standards. We will not be liable for faults arising in the **service**, **service equipment** or **purchased equipment** as a result of a power failure.
- 4.10 We will use our reasonable efforts to put the **service equipment** and **purchased equipment** where you want it, but our decision on where to put them will be final and binding.
- 4.11 The **service equipment** will remain our property at all times. You agree to make our ownership of the **service equipment** clear to all third parties. We will own the **purchased equipment** until you have paid us the full purchase price.
- 4.12 You will be responsible for all loss of or damage to the **service equipment** and **purchased equipment** at the **site** when

they have been delivered. You must insure the **service equipment** against all relevant risks.

- 4.13 We may alter or replace the **service equipment** from time to time as long as the altered or replacement equipment does not have a significant negative effect on the **service**.
- 4.14 You are responsible for always making sure that the **service equipment** is kept safe and used properly at the **site**. Unless the loss or damage results just from our negligence, actions or failings, we will not have any liability for loss of or damage to the **service equipment** (including lightning or electrical damage) and you must indemnify (fully compensate) us for any such loss or damage. Things you must and must not do under this clause include, but are not limited to, the following.
- 4.14.1 You must not do the following.
- (a) Sell, let, transfer, dispose of, repair, service, tamper with, remove or interfere with the **service equipment**, use it as security for borrowing, or do anything else which would affect our rights over the **service equipment**.
  - (b) Add to, alter or in any way interfere with the **service equipment**, including connecting it to any equipment or device designed to divert electronic communications services to a different provider.
  - (c) Allow the **service equipment** to be repaired, serviced or otherwise attended to by any person other than our authorised representative.
  - (d) Anything which is likely to damage the **service equipment** or reduce its performance or operation.
  - (e) Remove, tamper with, change or mask any

words or labels on the **service equipment** or any part of it.

4.14.2 You must do the following.

- (a) Keep the **service equipment** at the **site** and not move it at any time.
- (b) Protect, keep and use the **service equipment**:
  - (i) in line with any written instructions we may give you from time to time; or
  - (ii) if we do not give you such instructions, to the same standard as a reasonable owner of **service equipment** would keep it.
- (c) In an emergency, take whatever steps as are reasonably necessary to protect the **service equipment**, and tell us about the emergency as soon as possible.
- (d) Allow us to inspect, test and maintain the **service equipment** at all reasonable times and after giving you reasonable notice.
- (e) Prevent any circumstance or thing which is likely to damage the **service equipment** or reduce its performance or operation.

4.15 You must immediately tell us of any loss of or damage to the **service equipment**. We will not have any liability for loss or damage arising as a result of you not keeping to clause 4.14.

4.16 Clauses 4.14 and 4.15 will also apply to the **purchased equipment** if breaking the clause in connection with **purchased equipment** would or could affect our ability to provide the **service** under the **agreement**.

## 5. Accepting the service

- 5.1 After installing the **service equipment** and any **purchased equipment** we will carry out **acceptance tests** to make sure that the **service** is ready for use at the **site**. If the **service** is not ready for use, we will carry out any necessary work and repeat the **acceptance tests**.
- 5.2 You can ask for all **acceptance tests** to be carried out in the presence of your representative, as long as they are available at reasonable times, as specified by us. When the **acceptance tests** have been passed, we may ask you to sign a form confirming this. If your representative then does not sign the form within five **working days** of being asked to do so, the **service equipment** and **purchased equipment** will be considered to have been installed successfully from the date of the **acceptance tests**.

## 6. Your apparatus

- 6.1 If we agree to use any cabling or wiring already installed at the **site**, you must have full rights for the cabling or wiring to be used for the purpose of us providing the **service**, and you guarantee that it meets all relevant standards and any specifications we tell you.
- 6.2 We will not be liable for any loss or damage arising directly or indirectly from any use of **your apparatus** in connection with the **service**. You are entirely responsible for the security of **your apparatus**.
- 6.3 You are entirely responsible for:
- 6.3.1 the security of your information technology systems and network; and
  - 6.3.2 the accuracy, reliability and stability of stored information.

Before we install the **service equipment** and **purchased equipment** you must take all necessary steps to back up your information and data, and make sure it is secure. You must follow all our reasonable instructions on preparing **your apparatus** and the **site**. We will not be liable for any loss or damage arising from you failing to follow our instructions.

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- 6.4 You are responsible for making sure that **your apparatus** is appropriately programmed, equipped, compatible and connected for use with the **service equipment**, in line with our reasonable instructions (if any) and any other instructions or procedures that apply to using **your apparatus** or the **service**. Unless we agree to help you (see clause 6.8), you are responsible for connecting **your apparatus** to our **communications network**.
- 6.5 Unless we agree otherwise in writing, we are not responsible for repairing and maintaining **your apparatus**.
- 6.6 You must make sure that **your apparatus** is in good working order and meets all standards, approvals and **laws** that apply. We may disconnect, or instruct you to disconnect, any of **your apparatus** if, in our reasonable opinion it:
- 6.6.1 does not meet any standard, approval or **law** that applies at the time;
  - 6.6.2 may cause injury to any person or significant damage to property; or
  - 6.6.3 may reduce the quality of any service we provide.
- 6.7 We will have no liability resulting from you not being able to use the **service** if this is due to:
- 6.7.1 **your apparatus** not being compatible with the **service equipment**, the **service**, our **communications network** or any third party's communications network; or
  - 6.7.2 **your apparatus** failing or breaking down.
- 6.8 If we agree to help you to prepare **your apparatus** or its connection to our **communications network**, you must pay our charges for our help, as set out in the **price guide** or agreed with you.

## 7. Phone numbers

- 7.1 Any phone numbers we allocate to you do not belong to you. You do not have any rights in the phone numbers. You must not try to register any of our phone numbers as a trademark, service mark or

web address, whether on its own or with/ some other words or trading style.

- 7.2 You are not entitled to sell or transfer any phone number allocated to you, except where allowed by **law**.
- 7.3 If necessary for operational or technical reasons, or in order to meet the requirements of any relevant authority, we can change or withdraw any phone number or code, or group of phone numbers or codes, allocated to you. We will not be liable for any costs, inconvenience or losses (including marketing and stationery costs) you suffer as a result of any such change or withdrawal. We will use our reasonable efforts to give you 30 days' notice of the change or withdrawal or, where this is not feasible due to regulatory or legal requirements, as much notice as is reasonably possible. You will not have a right to terminate the **agreement** under clause 21.3 where we make a change in accordance with this clause 7.3 other than in the event that we determine that the change is to your material detriment.
- 7.4 If we allocate you a number which falls within a range of numbers which Ofcom (or any other relevant authority) classifies as being for a particular type of service, you must make sure that any service you provide on that number is in line with its classification. In particular but without limitation, you must ensure at all times that your use of any number allocated to you is in accordance with Ofcom's "National Telephone Numbering Plan" and the "Non provider Numbering Condition" (in each case as updated or varied from time to time). We may suspend or terminate any number allocated to you if you are utilising such number in breach of this clause 7.4.
- 7.5 Where we provide you with phone lines and numbers, each number is associated with a particular **site**. Such phone numbers have a 'calling line identity' (CLI) identifying that **site**. The CLI is given to the emergency services so they can find the location of anyone who calls 999 or 112 emergency services from the line. If you move the phone number to another site, the CLI the emergency services get when anyone calls 999 or 112 from that number will be that of the original site and so the emergency services will not know the caller's correct

location and may go to the wrong location. If you move the phone number, you must provide a phone facility with a CLI for the site the number has been moved to. We will not be responsible for any loss, damage or injury caused as a result of the phone number being moved from the original **site**.

### 8. Access to the site

8.1 In order to meet our obligations under the **agreement**, after giving you reasonable notice (except in an emergency, when we do not have to give notice), you must let us do the following.

8.1.1 Enter those parts of the **site**, your other premises or your land (as necessary) in connection with providing the **service**.

8.1.2 Carry out work in connection with installing, maintaining, adjusting, repairing, moving, replacing, renewing or removing the **service equipment** at or on the **site**, premises or land.

8.1.3 Install the **service equipment** and any other equipment that is reasonably necessary for the **service** or the work set out in clause 8.1.2.

8.2 You must, at your own expense, get or provide any permission or wayleave (written authority) we may need to exercise our rights under clause 8.1 or to enable us to provide the **service**. We will have no liability to you if you cannot get the necessary permission or wayleaves.

8.3 You must make sure that your employees and authorised representatives follow all our or a third party's reasonable instructions in connection with any permission and wayleaves given in line with this clause 8. We will have the same responsibility to make sure that our employees and authorised representatives follow all your or a third party's reasonable instructions in connection with any permission and wayleaves given in line with this clause 8.

8.4 Any person who allows us to enter the **site** or other premises or land, as referred to in clause 8.1, will be

considered to have your authority to grant us entry.

8.5 You must not use the **site**, other premises or land in any way that would make it significantly more difficult or expensive for us to exercise any of the rights we have under clause 8.1.

8.6 When exercising any of our rights under clause 8.1 we will cause as little damage as reasonably possible and will make good any damage that we cause at the **site**.

8.7 You must provide a safe and suitable working environment for us at the **site**, other premises or land referred to in clause 8.1.

8.8 This clause 8 will apply for as long as necessary for us to exercise our rights to disconnect any **service equipment** and remove it from the **site**, other premises or land, even if the **agreement** has ended.

8.9 If the terms of any site-access agreement you have entered into with us or any of our **group companies** is inconsistent with clause 8.1, the terms of the site-access agreement will take priority.

### 9. Paying for the service

9.1 Charges for the **service** are as set out in the **price guide** or as otherwise agreed in writing (including in the **order form**). All payments you owe us under the agreement must be paid in full without you deducting or withholding any amount or setting any restriction or condition.

9.2 You must pay our charges by the method of payment set out in the relevant invoice or **order form**. If you make a payment by a different method, we may refuse to accept it or charge an extra administration fee. If we ask you to pay by direct debit and you pay by another method, we will charge you a fee as set out in the **order form** or the **price guide**.

9.3 As well as our right to increase charges or make new ones under clauses 4.3 and 11.5 we may also increase our charges or make new ones as set out below.

9.3.1 We can make one-off charges at any time after giving you 30 days' notice in writing.

9.3.2 We can increase the **rental**, and increase or introduce

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- other recurring charges, on or after the end of the **minimum period** by giving you 30 days' written notice. However, if an increase is due to an increase in the charges we have to pay to a third-party communications operator, we can increase the charges where necessary during the **minimum period** after giving you 30 days' notice in writing.
- 9.3.3 We can increase **call charges** by giving you 30 days' notice in writing or publishing the revised **call charges** on **our website** at least 30 days in advance.; or
- 9.4 If we give you notice of increased or new charges as set out in clause 9.3 (but not for an increase under clause 4.3 or 11.5 or when we change our **price guide**), you can end the **agreement** in accordance with clause 21.2.
- 9.5 We may reduce charges at any time without giving you notice, and this would not give you the right to end the **agreement**.
- 9.6 Unless the relevant **special terms** or the **order form** states otherwise, or we have agreed otherwise in writing, we (or one of our **group companies**, acting on our behalf) will invoice charges on or after the dates set out below.
- 9.6.1 **Connection charges** or other one-off charges – the **service start date** for the relevant **site**
- 9.6.2 **Rental** or other recurring charges – the **service start date** and then monthly in advance (for the month ahead)
- 9.6.3 **Call charges** – monthly in arrears (for the previous month) from the **service start date**
- 9.7 Unless we have agreed otherwise in writing, you must pay us (or any of our **group companies** appointed by us) all charges within 30 days of the date of the relevant invoice.
- 9.8 Regardless of any other term or condition in the **agreement**, we may delay sending invoices, or bring forward the date we send invoices, to coincide with our billing cycles. The first and last invoice relating to the **service** may include charges due for more or less than one complete billing cycle depending on when the **service** starts or ends.
- 9.9 If you pay the charges by direct debit we may alter your direct debit instruction to reflect the charges for the **service** at that time. When the **agreement** ends, you will be 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. We may then suspend the **service** or end the **agreement** without giving notice.
- 9.10 We can 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, we can:
- 9.10.1 immediately end all or part of the **agreement** by giving you written notice;
- 9.10.2 require you to pay regular instalments towards future charges;
- 9.10.3 set limits on the charges you can owe us, and suspend the **service** from the time you reach the limits until you have paid the charges due; and
- 9.10.4 apply any other restrictions on your right to use the service, as we consider appropriate.
- 9.11 We can charge a deposit as security for amounts that will become due to us under the **agreement**. We may use the deposit to cover any overdue charges at any time. Any deposit will not earn interest. We will refund the deposit (or remaining part of it if we use it to pay overdue charges) when the **agreement** ends, as long as the **service equipment** (if any) is returned to us in good condition (except for fair wear and tear) and you have paid all amounts you owe us.
- 9.12 If you do not make a payment when it is due, we may, without affecting our other rights, charge you:

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- 9.12.1 a late-payment administration fee; and
- 9.12.2 interest on the overdue amount, at 4% above Barclays Bank plc's base rate for lending, from the date the payment became due until the date it is paid in full, even if the **agreement** ends before then.
- 9.13 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 amounts you owe us, even if the **agreement** ends before then.
- 9.14 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.
- 9.15 If at any time you do not meet any usage or take-up levels you have indicated to us (before the **agreement** started or during its term), we may, without affecting any other rights under the **agreement**, apply revised charges. Clauses 9.4, 21.1 or 21.3 will not apply to the revised charges.
- 9.16 If you ask us to delay the **service start date** or **customer promise date** for a **site**, or they are delayed because you have failed to meet your obligations under the **agreement**, you must pay any **connection charges** and **rental** that has been delayed as a direct result by the **customer promise date**, unless we have agreed otherwise with you in writing.
- 9.17 If you have to pay **cancellation charges** under clauses 4.3, 17.4, 17.6, 21 and 22.2, they will be equal to the following.
- 9.17.1 For ending or cancelling the **service** after the relevant **service start date**:
- (a) all overdue charges for the **service** at the date the service is ended or cancelled; plus
  - (b) an amount equal to the **rental** for the **service** for the rest of the **minimum period**, less any **rental** you have already paid for that period; plus
  - (c) our reasonable costs of removing, storing and decommissioning **service equipment** or any other equipment (unless we agree otherwise); plus
  - (d) any other cancellation or termination charges referred to in the **special terms** for the **service**, the **price guide** or as otherwise agreed by you and us in writing.
- 9.17.2 For ending or cancelling the **service** before the relevant **service start date**:
- (a) the amount referred to in the **price guide** (or as otherwise agreed by you and us in writing), which varies depending on when the service is ended or cancelled; plus
  - (b) any amount we have to pay to a third party in connection with the **service**; and
  - (c) any other cancellation or termination charges referred to in the **special terms** for the **service**, the **price guide** or as otherwise agreed by you and us in writing.
- 9.18 **Call charges** will be based on your use of the **service**, as recorded by us (not your own records).
- 9.19 When we change the **service**, after you have asked us to, we aim to reflect the effect of the change in the next invoice we send you. If this is not possible, we will try to make sure the effect will be shown no later than the third invoice after the change. If you have any questions about your invoice, or think that it is wrong, we will try to correct any mistakes we find no later than the third invoice after you contact us.
- 9.20 If you ask us to carry out any work at a time which is not entirely during a **working day**, you must pay our charges for the work, calculated at our standard hourly rate at the time, as set out in the

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- price guide** or otherwise communicated to you.
- 9.21 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 set out in the **price guide** or specified by us.
- 9.22 If, as part of the **service**, we provide you with an electronic invoice, we may charge you for providing a paper invoice, as set out in the **order form** or in the **price guide**.

## 10. Service levels

- 10.1 When providing the **service**, we will use the reasonable skill and care expected of a competent electronic communications service provider. However, it is practically impossible to provide the **service** entirely free of faults, and we do not guarantee to do so.
- 10.2 We will meet our obligations set out in the **service level agreement**. If we fail to meet those obligations we will be liable to you as set out in the **service level agreement** but not otherwise. If we fail to meet any service levels set out in the **service level agreement**, you may be entitled to claim **service credits**. These would be calculated in the way set out in the **service level agreement**. **Service credits**, if any, are your only financial remedy if we fail to meet service levels.
- 10.3 **Service credits** will not be available to you if our failure to meet any service levels is a result of:
- 10.3.1 us suspending or ending the **agreement** under clause 11.4, 16 or 17;
  - 10.3.2 any circumstances beyond our control, as described in clause 20; or
  - 10.3.3 anything you have done, or have failed to do properly.

## 11. Using the service

- 11.1 You must not re-sell the **service** or **service equipment** or any part of them without our permission in writing.
- 11.2 You must only use the **service** and **service equipment** in line with:
- 11.2.1 any conditions and instructions we give you in writing from time to time; and
  - 11.2.2 any relevant **laws**.
- 11.3 You must not use the **service**:
- 11.3.1 to send or receive any communications if doing so would be an offence under section 127(a) of the Communications Act 2003;
  - 11.3.2 in any way that goes against our acceptable use policy as specified in the **special terms**;
  - 11.3.3 to infringe (break, limit or undermine) the legal rights of any person (including copyright and rights of privacy or confidentiality); or
  - 11.3.4 in any way that breaks the **law**.
- 11.4 If you break clauses 11.1, 11.2 or 11.3, we may immediately suspend the **service** or end the **agreement** once we have told you that we will do this. You must indemnify us against any liabilities, claims, damages, losses and proceedings arising out of or in connection with any use of the **service** that breaks the **law** or this clause 11.
- 11.5 You must not change the settings of the **service equipment** or use the **service** in excess of any capacity or other restriction under the **agreement** or otherwise agreed in writing. If you break this clause 11.5, we may, without affecting our other rights, increase the charges as we reasonably think fit. Clause 9.4 will not apply to such an increase in charges.
- 11.6 We may give you a password (which may be a code, PIN number, user ID, account number, smart card or other security device), to allow you to use the **service**. You must keep the password safe and confidential, and tell us immediately if anyone else finds it out. You must not copy or try to copy any smart card or other security device. We can change the password without giving you notice. If we think you have broken this clause 11.6, we can cancel the password or end the **agreement** (or both).

- 11.7 We may (but do not have to) agree to any request you make to alter a password. You may need to pay a charge for this.
- 11.8 If you need to open an account with us in connection with the **service**, you must complete the registration process by giving us complete and accurate information we ask for at any time.
- 11.9 You are responsible for the use of the **service** (whether by you or by any other person, even without your permission), including all charges that arise and any use that breaks the **agreement**.

## 12. Intellectual property rights

- 12.1 If, as a result of any service 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 use the **service**, we will grant you a non-exclusive licence to use the **materials** for that purpose only. You cannot transfer the licence.
- 12.2 **Intellectual property rights** in all software (in whatever form) we provide you with in connection with the **service** or **service equipment** will remain our property, or the property of the person who has granted us a licence for that software (our licensor). We will grant you a non-exclusive licence to use the software for the purpose of using the **service** or **service equipment** 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.
- 12.3 You must:
- 12.3.1 treat the **materials** described in clause 12.1 and software referred to in clause 12.2 as confidential information, as defined in clause 24;
  - 12.3.2 keep to clause 24 in connection with any **materials** and software; and
  - 12.3.3 when the **agreement** ends, for whatever reason,

immediately return all copies of the **materials** and software to us and delete any copies from any computer, word processor or other storage device you have control over.

### 12.4 You must not:

- 12.4.1 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);
- 12.4.2 adapt, modify, translate, reverse engineer, decompile, alter or otherwise tamper or interfere with the software (except where the **law** allows this); or
- 12.4.3 create work derived from or based on any of the software or any document accompanying it.

### 12.5 Except where clause 12.7 applies, we will indemnify you against any damages (including costs) awarded against you or agreed to be paid to a third party in connection with any claim or action against you as a result of the **service** infringing the **intellectual property rights** of a third party (an intellectual property rights claim against you), as long as you do the following.

- 12.5.1 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).
- 12.5.2 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).
- 12.5.3 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.

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- 12.6 We will refund reasonable costs you have to pay in order to keep to clause 12.5.
- 12.7 We will have no liability to you in connection with an intellectual property rights claim against you if it has resulted from:
- 12.7.1 your negligence or misconduct;
  - 12.7.2 you failing to meet any of your obligations under the **agreement**;
  - 12.7.3 you combining, operating or using the **service** or the **service equipment** with services, content, designs, specifications, software, devices or equipment we have not supplied or authorised;
  - 12.7.4 you using the **service** or the **service equipment** for a purpose other than that which the **service** or the **service equipment** were provided for;
  - 12.7.5 any alteration or adjustment to the **service** or the **service equipment** if the alteration or adjustment was not made or authorised by us; or
  - 12.7.6 you breaking the **law**.
- 12.8 If there is an intellectual property rights claim against you, we will be entitled, at our own expense, to:
- 12.8.1 gain the right for you to continue using the **service**; or
  - 12.8.2 alter or adjust the **service** so it no longer infringes the third party's **intellectual property rights**, as long as the alteration or adjustment does not significantly reduce the effectiveness or performance of the **service**; or
  - 12.8.3 replace the **service** or particular services with substitutes that do not infringe the third party's **intellectual property rights**, as long as the substitutes do not significantly reduce the effectiveness or performance of the **service**.
- 12.9 If we reasonably believe that we cannot exercise any of the options set out in clause 12.8, we will be entitled to end the **agreement** by giving you 30 days' notice in writing.
- 12.10 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 the **service** infringing the **intellectual property rights** of a third party (an intellectual property rights claim against us) if that claim or action arose from:
- 12.10.1 work we carried out in line with instructions or specifications you gave us; or
  - 12.10.2 you connecting or using your own apparatus (except **purchased equipment**) with the **service**.
- 12.11 We will contact you within seven days of us becoming aware of an intellectual property rights claim against us which you are liable for under clause 12.10, and we will:
- 12.11.1 not admit anything relating to the intellectual property rights claim against us;
  - 12.11.2 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
  - 12.11.3 give you all reasonable help in handling the intellectual property rights claim against us.
- 12.12 You must refund reasonable costs we have to pay in order to keep to clause 12.11.
- 12.13 The **service** 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.

### 13. Preventing bribery

- 13.1 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 of us to break anti-corruption **laws**.

### 14. Maintenance

- 14.1 We are responsible for repairing and maintaining our **communications network**, the **service equipment** and the **service**, and will provide a facility for your authorised staff to report faults. When you report a fault we will use our reasonable efforts to restore the **service**.
- 14.2 We can charge, and you must pay, a service fee (at our charging rates at that time) if any repair or maintenance work is needed because of:
- 14.2.1 you misusing, neglecting or damaging the **service equipment, purchased equipment** or the **service**;
  - 14.2.2 a power failure;
  - 14.2.3 you accidentally or intentionally disconnecting the **service equipment, purchased equipment** or the **service**;
  - 14.2.4 you failing to keep to any part of the **agreement**; or
  - 14.2.5 a fault in, or other problem associated with, your own equipment or any electronic communications system not run by us.
- 14.3 If you do not allow us to attend the **site** on any agreed date to repair or maintain the **service equipment** or the **service**, we may charge you a call-out fee.

### 15. Limits of liability

- 15.1 Nothing in the **agreement** will limit or exclude your or our liability for:

- 15.1.1 fraud or fraudulent misrepresentation;
- 15.1.2 death or personal injury resulting from your or our own negligence (as defined in section 1 of the Unfair Contract Terms Act 1977);
- 15.1.3 not meeting the requirements of section 12 of the Sale of Goods Act 1979; or
- 15.1.4 matters which cannot, by **law**, be restricted or excluded.

- 15.2 Except where the **agreement** states otherwise, all warranties, guarantees, assurances, conditions, undertakings and terms (whether expressed or implied) relating to the **service, service equipment** or **purchased equipment** (including any software used in them), are excluded to the fullest extent allowed by **law**. Where we are allowed to do so, we will pass on to you any manufacturer's warranty for the **purchased equipment**.

- 15.3 Except as set out in clauses 15.4 and 15.5, we accept liability for direct physical damage to your property and the **site** only if 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.

- 15.4 Except in connection with indemnifying us for any amounts under clauses 4.14, 11.4 or 12.10, and except where clause 15.1 applies, during any agreement year (the 12-month period starting on the date of the **agreement** and each anniversary of it) your or our total liability to the other (except for your liability to pay our charges), whatever the type of claim (including in respect of contract, negligence or otherwise), for that agreement year will be limited to:

- 15.4.1 125% of the total charges you have paid us during that agreement year; or
  - 15.4.2 £100,000;
- whichever is more.

- 15.5 Despite the above, you and we will not have any liability (except under clause 15.1 and except for your liability to pay our charges) arising out of or in

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connection with the **agreement**, for the following.

15.5.1 Any direct or indirect loss of or damage to:

- (a) business, production, working time, data or expected savings; or
- (b) goodwill, opportunity or contracts; or
- (c) revenue; or
- (d) profits;

whether or not that loss or damage could have been anticipated.

15.5.2 Any direct or indirect loss or damage arising from:

- (a) data being destroyed or corrupted; or
- (b) business interruption; or
- (c) increased staff time; or
- (d) wasted expense; or
- (e) liability to third parties;

whether or not that loss or damage could have been anticipated.

15.5.3 Any indirect, special or consequential loss or damage, whether or not that loss or damage could have been anticipated.

15.6 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**.

15.7 Unless the relevant **special terms** state otherwise, clauses 15.1 to 15.7 set out your and our entire liability to the other in connection with the **agreement**.

15.8 You agree that the limits of our liability under the **agreement** are reasonable.

15.9 This clause 15 will stay in force after the **agreement** ends for any reason.

## 16. Suspending the service

16.1 We can suspend all or part of the **service**:

16.1.1 if you fail to make any payment to us when it becomes due;

16.1.2 if we have good reason to suspect that you may have committed, or may be committing, any fraud against us;

16.1.3 if you have broken the **agreement**; or

16.1.4 in any circumstance where we are entitled to end the **agreement**.

16.2 In an emergency, we can suspend all or part of the **service** in order to provide or protect a service to a hospital or other emergency organisation or essential service.

16.3 We can temporarily suspend all or part of the **service** in order to:

16.3.1 change the technical specification of the **service**;

16.3.2 carry out repairs, maintenance work or improvements; or

16.3.3 prevent injury to people or damage to property.

16.4 We can suspend all or part of the **service**, or take any other action we reasonably believe is necessary, to keep to any instructions issued by the Government, a regulatory authority, an emergency service or other relevant authority.

16.5 Except in an emergency or where we suspect you have committed or may be committing fraud against us, if we are going to suspend all or part of the **service** we will give you as much notice as is reasonably possible. You will have no claim against us for suspending all or part of the **service** under clauses 16.1 to 16.4. If we exercise our right to suspend all or part of the **service**, this will not affect our right to end the **agreement**.

16.6 If we suspend all or part of the **service** because you have failed to make any payment due to us, you will continue to be liable for (and must continue to pay) our charges during the period of the suspension. You must also refund our reasonable costs and expenses involved in suspending the **service** and all

overdue amounts you owe us under the **agreement**.

If we agree to start providing the **service** again, you must pay our reasonable charges of doing so, and any reasonable deposit we ask for.

## 17. Ending the agreement

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

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

17.1.2 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.

17.1.3 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.

17.1.4 Any licence, permission or other approval you or we need to connect to our **communications network** or provide the **service** has ended, been withdrawn, been restricted or has stopped being valid, and has not been immediately replaced by a new licence, permission or

approval giving you or us the necessary rights.

17.1.5 The details you gave us to enable us to provide the **service** were significantly wrong or incomplete.

17.1.6 You have broken or may be breaking, or we reasonably believe that you have broken or may be breaking, any **law** in connection with the **service**.

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

17.1.8 All or part of any contract between us and another provider of telecommunications services ends and this affects the provision of the **service**.

17.2 You may end the **agreement** immediately, by giving us written notice, if any of the following have happened.

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

17.2.2 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 us to.

17.2.3 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

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in section 123 of the  
Insolvency Act 1986.

- 17.3 If you end the **agreement** under clause 17.2 you must send written notice of this to us at the address set out in clause 23.1.
- 17.4 Despite clause 3.2, you can end the **agreement** before the end of the **minimum period**, for any reason, by giving us written notice. If you do this you must pay our **cancellation charges** as set out in clause 9.17. You must send this notice to us by filling in the online form on the Contact Us page of **our website** or any other web portal address we give you in writing.
- Our ceases team will send you an email to confirm we have received your request. They will then send you a notice to confirm the relevant details, including the cancellation charges that you must pay us.
- 17.5 When the **agreement** ends, any licence we have granted you will also end immediately. You must immediately stop using the **service** and pay us all amounts you owe us in connection with the **service**.
- 17.6 If we end the **agreement** because you have not met your obligations under it, you must pay our **cancellation charges** in line with clause 9.17. We will send you an invoice when the **agreement** ends, and you must pay that invoice in line with clause 9.7. We do not have to refund any charges you have paid in advance.
- 17.7 When the **agreement** ends you must allow us to remove the **service equipment**. If you cause a delay in us removing the **service equipment**, we can continue to charge you until such removal is completed, and you must pay those charges and any extra costs and expenses arising as a result of the delay.
- 17.8 The right to end the **agreement** will not affect any rights, obligations or liabilities that arose before the **agreement** ended.

## 18. Broadband Speeds Code

18.1 The terms set out in this clause 18 shall only apply if you are:

- 18.1.1 a new customer that purchases new **qualifying services** from us on or after 28 February 2019; or
- 18.1.2 an existing customer that:
  - (a) purchases a new **qualifying service**;
  - (b) changes an existing **qualifying service** to a new speed tier (whether higher or lower) of such **qualifying service** for a new **minimum period**; or
  - (c) renews your existing **qualifying service** for a new **minimum period**,

in each case, on or after 28 February 2019.

(a **qualifying customer**)

The provisions of this clause 18, and any rights set out herein, shall not apply to any customer, product or service other than a **qualifying customer** in respect of a **qualifying service**.

18.2 For the purposes of this clause 18, **qualifying service** shall mean any broadband service provided by us:

- 18.2.1 including (but not limited to) our Essential Broadband or Voom Fibre products (or their successors or replacements from time to time); but
- 18.2.2 excluding any other service or product (including but not limited to any leased line, dedicated internet access, high capacity service, WiFi or mobile product provided by us or a third party, or their successor or replacement products from time to time).

18.3 If you are a **qualifying customer**, we will try to ensure that the minimum download speed achieved by your **qualifying service** (your **actual download speed**) shall not fall below your **minimum guaranteed download speed** during the

**minimum period** for such **qualifying service**. For the purposes of this clause 18, **minimum guaranteed download speed** shall mean a download speed equal to fifty percent (50%) of the advertised download speed of the relevant **qualifying service** as at the date this **agreement** comes into force, as advised to you by us on or before the date you submit your signed **order form** to us

18.4 The **actual download speed** achieved by your **qualifying service(s)** at any given time is determined by us by measuring the download speed delivered by the **qualifying service** to the **service equipment**. The download speed actually achieved by any device or **your apparatus** connected beyond the **service equipment** may vary and is affected by a variety of factors (further details regarding factors affecting download speed beyond our **service equipment** is available on our **website**). We shall have no liability to you under the **agreement** or this clause 18 if the **actual download speed** of the **qualifying service(s)** falls below the **minimum guaranteed download speed** at any point beyond the **service equipment**.

18.5 We shall have no liability under this **agreement** if the **actual download speed** falls below the **minimum guaranteed download speed** as a result of:

- 18.5.1 an outage to the **qualifying service(s)**;
- 18.5.2 any disruption to the to the **qualifying service** as a result of any planned maintenance where we have notified you of such maintenance in advance; or
- 18.5.3 any act, omission, failure or breach by you (whether direct or indirect).

You must also keep the **service equipment** plugged in, switched on and set to enable us to obtain traffic speed information from it to enable us to diagnose any **speed fault**.

18.6 If you consider you have an issue with your **actual download speed**, you must notify our customer care team by telephone as soon as possible at the

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- details set out on our website (as updated from time to time). If we are unable to resolve your issues on the telephone, we will begin remotely monitoring your **actual download speed**, beginning on the day after you first notify us of the issue (**speed monitoring**).
- 18.7 A **speed fault** will have occurred if our **speed monitoring** demonstrates that your **actual download speed** fell below your **minimum guaranteed download speed** at any time on three (3) consecutive days (whether continuously or intermittently during each day) during the **speed monitoring** period.
- 18.8 We shall notify you of the results of our **speed monitoring** as soon as possible after the test period has finished and confirm either:
- 18.8.1 a **speed fault** has occurred, in which case the provisions of clauses 18.9 to 18.14 shall apply; or
- 18.8.2 no **speed fault** occurred during the **speed monitoring** period, in which case we shall have no further liability to you under this **agreement** in respect of the reported issue.
- 18.9 If a **speed fault** has occurred we shall attempt to rectify it within thirty (30) days of the date you first notified us of the problem by telephone (the **fix period**). We may extend or delay the **fix period** by a reasonable amount of time at any time by giving you notice in writing if there is any delay in repairing or resolving the **speed fault** caused by circumstances beyond our reasonable control (including but not limited to where you cancel an engineer visit or miss an agreed appointment, or other exceptional circumstances beyond our control which lead to a technical inability to resolve the **speed fault**).
- 18.10 At the end of the **fix period**, we shall notify you in writing (the **outcome notice**) confirming that we have either:
- 18.10.1 resolved the **speed fault**, in which case we shall have no further liability to you in respect of such **speed fault**; or
- 18.10.2 been unable to resolve the **speed fault**, in which case the provisions of clauses 18.11 to 18.14 shall apply.
- 18.11 If we are unable to resolve the **speed fault** within the **fix period**, you may have the right to cancel such part(s) of the **service** that consists of the affected **qualifying service(s)** plus:
- 18.11.1 any other standard voice and broadband products purchased at the same time and as part of the same bundle as the affected **qualifying service**; and/or
- 18.11.2 any other **service** entirely and exclusively dependent on the affected **qualifying service** (including but not limited to VoIP **services**),
- (together the **applicable services**) without paying **cancellation charges** (a **right to exit**). The **right to exit** shall only apply to the **applicable services** and shall not apply to any other part(s) of the **service** or this **agreement**, which shall continue in full force and effect.
- 18.12 Our **outcome notice** shall set out:
- 18.12.1 whether a right to exit has arisen in respect of the **applicable services**; and
- 18.12.2 the options available to you following the conclusion of the **fix period**.
- 18.13 If you:
- 18.13.1 notify us in writing within thirty (30) days of the date of our **outcome notice** (**cancellation period**) that you wish to exercise your **right to exit**, the **applicable services** shall be terminated and you shall not be liable to pay any **cancellation charges**;
- 18.13.2 notify us in writing within the **cancellation period** that you wish to exercise any other option offered by us, your **right to exit** shall expire and we shall have no further liability to you in respect of the **speed fault**; or

18.13.3 fail to notify us in writing under clauses 18.13.1 or 18.13.2 and continue to use any of the **applicable services** after the expiry of the **cancellation period**, your **right to exit** shall expire and we shall have no further liability to you in respect of the **speed fault**.

18.14 The rights set out in this clause 18, and the remedies set out in clause 18.13, shall be your sole and exclusive rights and remedies in respect of a **speed fault** and we shall have no liability to you in respect of a **speed fault** save as set out in this clause 18. You shall not be entitled to receive any compensation (whether through a credit, refund, payment, damages or otherwise) for any loss or damage suffered as a result of, or arising out of or in connection with, the **speed fault**.

## 19. Assignment and subcontracting

19.1 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.

19.2 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.

19.3 Except where clause 19.4 applies, if you give us written permission (which you must not refuse to give, or delay in giving, without good reason), we may transfer or otherwise dispose of any or all of our rights and obligations under the **agreement**.

19.4 We do not need your written permission to transfer or otherwise dispose of any or all of our rights and obligations under the **agreement** to:

19.4.1 any member of our **group companies** at the time; or

19.4.2 any person buying all or substantially all of our business which the **agreement** relates to.

19.5 When asked, you must fill in and sign all necessary paperwork to complete the transfers in clauses 19.3 and 19.4.

## 20. Events outside your or our control

20.1 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 reasonable control. If the circumstance beyond your or our control prevents us from providing the **service** to all **sites** for more than three months, you or we may end the **agreement**, without any additional liability, by giving the other notice in writing.

Circumstances beyond your or our control include extreme weather conditions, power failures, natural disaster, fire, subsidence, epidemic, pandemic, strike or labour disturbance, the actions (or failure to act) of local, regional or central government, highways authorities or other official authorities, legal or regulatory restrictions, terrorism, war or civil disturbance, and a third party's delay in supplying, or failure to supply, any service, equipment or **purchased equipment** (where their actions or failures resulted from circumstances beyond their reasonable control).

## 21. Changing the agreement or service

21.1 Except where clauses 21.3 to 21.7 apply, or as otherwise specified in the **agreement**, any change to the **agreement** must be agreed in writing by you and us.

21.2 Despite clause 21.1, we can change the **agreement** (other than in relation to charges which are governed by clauses 9.3 and 9.4) by giving you at least 30 days' written notice.

21.3 Subject to the exceptions at clause 21.4 and clause 21.5, you shall be entitled to terminate the **agreement** without paying **cancellation charges** (subject to clause 21.8) if we:

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21.3.1 increase the charges under this **agreement** or in respect of any usage-based charges, the rate at which we charge you under this **agreement**, other than where such increase arises in accordance with clause 4.3 or any other clause of this **agreement** which permits us to make changes to the charges;

21.3.2 make any changes to the **agreement**, the **service**, the **purchased equipment** or the **service equipment** (other than those permitted under the terms of this agreement including but not limited to those set out at clause 21.4 and 21.5) which we believe are not exclusively to your benefit;

provided that you give us notice in writing of your intention to terminate the **agreement** within 30 days of the date that notice of the change is given to you by us and such notice from you must be given in accordance with the instructions set out in our notification of the change in accordance with clause 21.2.

If you cancel the **agreement** under this clause 21.3, the **agreement** will terminate on the earlier of: (i) 30 days after your notice is deemed delivered in accordance with this clause 21.3 and clause 23; (ii) the day before the date on which the change comes into effect or, where this is not feasible due to the timing of your notice, as soon as reasonably possible after that date; or (iii) a date agreed in writing between you and us.

21.4 Your right to cancel the **agreement** without paying **cancellation charges** under clause 21.3 shall not apply if:

21.4.1 we make any changes to the **agreement** (including any changes to the **service**, the **charges**, the **purchased equipment** or the **service equipment**) that we believe are exclusively to your benefit;

21.4.2 we make any changes to the **agreement** (including any changes to the **service**, the **charges**, the **purchased**

**equipment** or the **service equipment**) that are made for the following reasons:

- (a) the change is purely administrative and has no negative effect on you including but not limited to any change to our contact details, registered office or non-contractual processes for example contacting us to speak to account managers, raising faults or disputes, or any other process change which we may make from time to time;
- (b) there is a change in **law** or any rule of a regulatory body, listing authority or governing body that applies to us and/or the **agreement**, the **service**, **purchased equipment** or **service equipment** that we provide;
- (c) we have a legal or regulatory obligation to pass on cost increases and/or changes to the **agreement**, the **service**, **purchased equipment** or **service equipment**, for example where the service charge for calling 084, 087, 09 and 118 numbers increases;

21.4.3 the **agreement**, charges, the **service**, **purchased equipment** or **service equipment** change for the following reasons:

- (a) changes are made to the **service**, **purchased equipment** or **service equipment** or the network over which such **services** are provided where such **service**, **purchased equipment** or **service equipment** is variable including but not limited to:

- (i) changes to the features or functionality of the **service, purchased equipment, or service equipment**, including but not limited to the functionality and features of any software provided under the **service**;
- (ii) changes to operational or administrative elements of any **service** including but not limited to changes to the hours during which you can contact us, changes to or removal of individual communication channels through which you can contact us, changes to any portal, platform or similar tool that we use or make available to you for communicating with us and administering the **services** (including changes to any billing platform that we use from time to time) and any other changes in relation to the processes through which we deliver the **services**;
- (iii) any changes to our network which reflect the overall variability of the network including but not limited to any routine maintenance updates and upgrades;
- (iv) the replacement of any software, **services, purchased**

**equipment or service equipment** which is no longer supported by the manufacturer or which we otherwise determine to be end-of-life with software, services or equipment of an overall equivalent specification or standard;

- (v) changes to the **services, purchased equipment or service equipment** where there is a minimum technical requirement for equipment, services or software which you must maintain in order to make use of the **services, purchased equipment or service equipment** (including but not limited to a requirement to have a 2G or 3G service where this is withdrawn) and the **services, purchased equipment or service equipment** are changed because you no longer meet the minimum technical requirements specified by us from time to time and you either do not implement any changes to your equipment, services or software required to meet the minimum technical requirement or, where such equipment, services or software are supplied by us, where you do not

- agree to accept new or updated equipment, services or software from us which would meet the minimum technical requirement;
- (b) changes to international call rates or roaming services or charges that are directly linked to increases in wholesale rates or technological changes notified to us by other providers, including but not limited to the withdrawal of 2G or 3G services. Any changes to the **service**, the **purchased equipment**, **service equipment** or the charges under this clause 21.4.2(b) will be notified to you and will not be made more frequently than once per month;
- (c) changes to third party charges or costs which are passed on to us by a third party which relate to or affect the **agreement**, the **service**, **purchased equipment** or **service equipment**;
- (d) where we have provided general product or service descriptions in relation to the **services**, the **purchased equipment** or **service equipment** such descriptions are indicative guidance only and we may substitute the **services**, the **purchased equipment** or **service equipment** for services or equipment of an overall equivalent standard even if the exact features and functionality may differ;
- (e) where we believe that the change is necessary for

- technical or security reasons;
- (f) changes to charges or other costs to us which are based on the cost of providing the **services** the **purchased equipment** or **service equipment** to you or carrying out the relevant tasks to provide the **services**, only to the extent that any change is directly attributable to a change in the cost to us;
- (g) notwithstanding clause 4.6, where we have expressly agreed to provide power or other utilities as part of the **services** to install and maintain the **service equipment** or **purchased equipment** at any **site**, and there is any increase to the price payable to a third party (excluding any **group company**) for such power or other utilities;

provided that we will notify you of any changes under this clause 21.4.2 in accordance with clause 23. If we believe that a change under this clause 21.4.2 is likely to materially disadvantage you, we will notify you of your right to terminate this **agreement** in accordance with clause 21.3 and you may terminate the **agreement** without paying **cancellation charges** subject to clause 21.8.

We may notify you of any change made for the reasons set out in this clause 21.4 in accordance with clause 21.2. If you decide to cancel the **agreement** due to a change made for the reasons set out in this clause 21.4, you may still be required to pay **cancellation charges**.

21.5 Subject to clause 21.4, if the change to the **agreement** which is referred to in clause 21.3 relates:

- 21.5.1 only to an **add-on service** that you have already signed

- up to, and you decide to terminate the **agreement** due to the change in the **add-on service**, you may still be required to pay **cancellation charges** for terminating the **services** other than the **add-on service** early (as you already have the right to end the **add-on service** at any time). We will confirm any such applicable **cancellation charges** to you;
- 21.5.2 only to an **ancillary service** that you have not already signed up to, you will not have the right to terminate the **agreement** without paying a **cancellation charge**; or
- 21.5.3 only to an **ancillary service** that you have already signed up to, and we believe that the changes are not exclusively to your benefit, we will notify you of this and inform you of your right to terminate the affected **ancillary service** and the **agreement** without paying a **cancellation charge** subject to clause 21.8.
- 21.6 If you have entered into other agreements with us, you may in certain circumstances be able to terminate those agreements where you terminate this **agreement** in accordance with clause 21.3. For the avoidance of doubt, changes to this **agreement** will not give rise to a right to terminate any other **agreement** which is not linked to this **agreement** and we will notify you in accordance with the terms of the relevant agreement if you have a right to cancel any other agreement as a result of the termination of this **agreement**.
- 21.7 Where any part of the **service**, **purchased equipment** or **service equipment** is supplied by a third party and is subject to that third party's terms and conditions, we are not responsible for any changes by that third party to the third party's services, charges or terms and conditions or for notifying you of those changes as such changes are outside our control and we may not be aware of them. You will not have a right to cancel this **agreement** without paying a **cancellation charge** as a result of those changes.
- 21.8 Termination of the **agreement** in accordance with clause 21.3 will not affect your requirement to pay the charges relating to the **agreement** incurred prior to the date of termination, but, in this event, subject to clause 21.4, you shall not be liable for any **cancellation charges** in respect of the **agreement**. Notwithstanding the provisions of this clause 21, where you terminate the **agreement** in accordance with clause 21.3, you will be obliged to pay any outstanding or overdue charges and; (i) where the **agreement** includes **purchased equipment**, the charges in respect of the cost of **purchased equipment**; and (ii) where the **agreement** includes any volume-, value- or time- based or other incentives which you have received the benefit of prior to termination, including but not limited to any equipment fund or transformation fund, a payment equivalent to the proportion of the incentive that you have had the benefit of relating to the period between termination of the **agreement** and the end of the **minimum period**, or the proportion of the incentive which you have had the benefit of prior to the date it should have vested in accordance with the applicable terms for that incentive, where such incentive has been partly or fully used. We shall confirm any such applicable charges to you following receipt of your notice to terminate.
- 21.9 If you ask us to:
- 21.9.1 change the **service** (including moving, adding or swapping a service); or
- 21.9.2 provide services at a different site;
- and we agree to your request, you must do everything we need you to do for us to make the change. You must also pay us our charges that apply at the time for the change. You may have to pay the charges before we make the change.
- We may, without giving you notice, amend our charges to reflect the change, and clause 9.4 will not apply to the amendment.
- If you ask us to make a change in accordance with this clause 21.9, you will

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- not have a right to end the **agreement** under clause 21.3.
- 21.10 Nothing written in the **order form** (particularly in the section headed 'COVID-19 special terms' within in the section headed 'notes and comments') will change any of these standard terms and conditions or any **special terms**.
- 21.11 For the avoidance of doubt, where the **service, purchased equipment or service equipment** is not provided in accordance with the agreed standards set out in the **agreement** this shall not be regarded as a change to the contractual terms of the **agreement** or a change to the **service** but as a breach of the **agreement** or **service level agreement** by us (as the case may be), in which case the remedies set out in clause 10 and clause 17 shall apply and you shall have no right to terminate in accordance with clause 21.3.
- 21.12 You acknowledge that as part of the **PSTN switch off**, once a telephone exchange has been classified as a **stop sell exchange** or we have closed any of our exchanges the following shall apply in relation to affected **PSTN based services**:
- 21.12.1 no new supply or transfer orders can be accepted; and
- 21.12.2 no **service** amendments, (whether a change to the number of channels, bandwidth, class of service, applicable maintenance options or any other type of change), can be made except where and to the extent the relevant **special terms** state otherwise; and
- 21.12.3 the continued availability of some **services**, our ability to meet the service levels set out in the **service level agreement** and the availability of features for such **services** may be affected.
- 21.13 Where you request any **PSTN based services** at a **stop sell exchange** or an exchange that we have closed, we will use reasonable endeavours to inform you of any reasonable alternative services that you may wish to consider instead. For the avoidance of doubt, we shall not be obliged to fulfil your request.

- 21.14 In advance of the **PSTN switch off**, we will use reasonable endeavours to inform you of the details, including the expected date of cessation, of the **PSTN based services** affected, and any reasonable alternative services to which you may wish to migrate your affected **PSTN based services**. The migration to and/or provision of alternative services by us shall be subject to the parties agreeing the same (including the associated charges) in accordance with clause 21.1.
- 21.15 Any **PSTN based services** not migrated to an alternative service in advance of the cessation will cease to function.
- 21.16 We shall have no liability to you arising out of or in connection with the **PSTN switch off**.

## 22. Cancelling part of the service

- 22.1 You are entitled at any time to cancel part of the **service**, including cancelling a circuit or **service** to a **site**, by giving us 90 days' notice in writing. You must send this notice to us by filling in the online form on the Contact Us page of **our website** or any other web portal address that we give you in writing.
- Our ceases team will send you an email to confirm we have received your request. Our ceases team will then send you a notice to confirm the relevant details, including any **cancellation charges** that you must pay us.
- 22.2 If you cancel part of the **service** within the **minimum period**, you must pay us the **cancellation charges** relating to the cancelled part of the **service**, as set out in clause 9.17. We will send you an invoice on or following the cancellation, and you must pay the invoice as set out in clause 9.7.
- 22.3 If you want to cancel part of the **service** after the end of the **minimum period**, you must give us 90 days' notice in writing (unless the **special terms** say otherwise) and pay all charges due under the **agreement** in connection with the cancelled part of the **service** during the 90-day notice period.

### 23. Written notices

Unless the **special terms** say otherwise, the following will apply.

- 23.1 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.
- 23.2 Any written notice we send you will be:
- 23.2.1 delivered by hand or posted to your billing address shown on the **order form** or to your registered office;
- 23.2.2 faxed to your fax number shown on the **order form** or given to us in writing;
- 23.2.3 emailed to your email address shown on the **order form** or given to us in writing; or
- 23.2.4 sent by text message to your mobile phone number shown on the **order form** or given to us in writing.
- 23.3 Written notice delivered by hand will be considered to have been received on that day.
- Written notice sent by post will be considered to have been received three days after the date it was posted.
- Written notice sent by fax will be considered to have been received when it is sent, as long as the sender receives a transmission report confirming that the fax has been sent correctly.
- Written notice sent by email will be considered to have been received on the **working day** it is first stored in the email inbox of the person the notice was emailed to.
- Written notice sent by text message will be considered to have been received on the **working day** the notice is first stored in the message inbox of the person the notice was texted to.

- 23.4 If you send us written notice to end the **agreement** or cancel any part of the **service** you must make sure that you keep a copy of the notice and proof of delivery.

### 24. Confidentiality

- 24.1 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.
- 24.1.1 The receiver will keep confidential information the provider gives in discussions leading to the **agreement**, and then in connection with the **agreement**, private.
- 24.1.2 The receiver can give the provider's confidential information, to the extent necessary and in strict confidence, to their employees, agents and subcontractors involved in providing or using the **service**, as the case may be. The receiver will not release all or some of the provider's confidential information to any other person without the provider's permission in writing.
- 24.1.3 The receiver will only use the provider's confidential information in connection with providing or using the **service**, as the case may be, and not for their own benefit or the benefit of anyone else.
- 24.2 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 26.13, but we will not otherwise reveal the terms of the **agreement** to any third party without your permission in writing.

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- 24.3 The confidentiality obligations in clauses 24.1 and 24.2 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 their confidential information being released.
- 24.4 The confidentiality obligations in clauses 24.1 and 24.2 will not extend to confidential information which:
- 24.4.1 became available to the public in a way other than through the receiver's negligence or failure to meet an obligation under this **agreement**;
  - 24.4.2 the receiver already knew before the provider gave it them; or
  - 24.4.3 was given by a third party who did not receive it in confidence.
- 24.5 Clause 24 will stay in force after the **agreement** or any part of it ends.

## 25. Data protection

- 25.1 This clause will apply to the extent that we **process personal data** on your behalf in the course of providing the **service** under this **agreement**.
- 25.2 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.
- 25.3 Under this **agreement**, you will be responsible for:
- 25.3.1 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.
  - 25.3.2 ensuring you have the right to collect, provide access to or transfer the **personal data** to us for **processing** under this **agreement**.
  - 25.3.3 ensuring that you will not disclose (or permit any **data** **subject** to disclose) any special categories of data to us for **processing**.
- 25.4 We will **process** the **personal data** to the extent necessary to provide you with the **service** and in accordance with your reasonable instructions (including the reasonable instructions of any users accessing the **service** on your behalf) as set out in the **agreement** or otherwise in writing, and in doing so we will comply with the **data protection legislation**.
- 25.5 We will ensure that any of our personnel authorised to **process** the **personal data** will be subject to a duty of confidentiality.
- 25.6 We will take the following security measures:
- 25.6.1 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**).
  - 25.6.2 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.
  - 25.6.3 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**.
- 25.7 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:
- 25.7.1 We maintain an up-to-date list of **sub-processors** which will be available on request.
  - 25.7.2 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**.
- 25.7.3 We remain liable for any breach of the **data protection legislation** caused by our **sub-processor** when **processing personal data** under this **agreement**.
- 25.8 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**).
- 25.9 Taking into account the nature of the **processing** and information available to us, we will provide reasonable assistance to you to allow you to comply with your obligations in relation to: (i) security measures; (ii) notifying **data breaches**; and data privacy assessments.
- We will be entitled to recover our reasonable costs of providing such assistance to you.
- 25.10 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 25, 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.
- 25.11 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.

## 26. Marketing and your information

- 26.1 When you ask for our services, we will check the following records about you, your **group companies** and your business partners.
- 26.1.1 Our own records.
- 26.1.2 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.
- 26.1.3 Records held by fraud-prevention agencies.
- 26.1.4 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.
- 26.2 We will make checks such as assessing your application for the **service** 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.
- 26.3 We will send credit-reference agencies information you give us, including information on your business and its owners. The credit-reference agencies will record the information 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 account with us and how you manage it.
- 26.4 If you do not pay amounts you owe us, in full and on time, credit-reference

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- 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.
- 26.5 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.
- 26.6 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 other countries, the information recorded by fraud-prevention agencies.
- 26.7 We may monitor and record our telephone conversations with you in order to maintain the quality of our customer services and for training purposes.
- 26.8 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.
- 26.9 Unless you have ticked the relevant boxes on the **order form**, or you have told us otherwise in writing, we may:
- 26.9.1 use your information to send you information about other products or services we or our **group companies** has available; and
- 26.9.2 provide your information to third parties so they can give you information about their products or services.
- 26.10 You authorise us to give your name and other contact details to the emergency services. Unless you tell us in writing that you withdraw that authorisation, we will also be authorised to provide those details to other communications operators and providers of directories. We will have no liability for any publication made by the emergency services or communications operators.
- 26.11 For the purpose of providing services under the **agreement** you give us permission to use your personal information, together with other information from you, for the purposes of:
- 26.11.1 providing you with the **service**, service information and updates;
- 26.11.2 administration;
- 26.11.3 credit scoring;
- 26.11.4 carrying out identity checks;
- 26.11.5 preventing fraud;
- 26.11.6 monitoring and improving customer services;
- 26.11.7 training; and
- 26.11.8 tracking and assessing the use of our services (which includes processing call, usage, billing and interactive information);
- for as long as we need to for these specified purposes, which may be after the **agreement** ends.
- Occasionally, we may use third parties to process your personal information in the ways set out above. These third parties can only use the information in line with our instructions.
- 26.12 We may use any information you provide for the purposes set out in this clause 26, 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. We can also provide such information to other providers of electronic-communications services.

- 26.13 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.

## 27. Test or trial services and promotional offers

- 27.1 We may from time to time provide test services, trial services or promotional offers to some or all of our customers. Any separate terms and conditions we specify will apply to those services and offers. Unless those separate terms and conditions state otherwise, we will not have any liability under the **agreement** in connection with test or trial services or promotional offers. The terms and conditions of any test or trial services or promotional offers may require a change to the **agreement**. In this case, by accepting the services or offer you will be considered to have accepted the change to the **agreement**. Unless the terms and conditions of a test or trial service or promotional offer state otherwise, we may withdraw or change the service or offer for some or all of our customers at any time and without giving notice.

## 28. Entire agreement

- 28.1 The **agreement** between you and us, together with any document referred to in it, is the whole agreement between you and us and replaces any previous drafts, agreements, and arrangements relating to the **service**.
- 28.2 You and we agree that neither of us has been encouraged to enter into the **agreement** by any representation or promise other than those contained in the **agreement**, and cannot take 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 15.4 and 15.5 will apply to any representation or promise that is central to the **agreement**.)

## 29. Miscellaneous

- 29.1 Except where the **agreement** states otherwise, the rights and remedies under the **agreement** are in addition to, and do not overrule, any other legal rights and remedies.
- 29.2 If we do not exercise, or delay in exercising, any right or remedy we have under the **agreement**, this does not mean we have given up that right, and so we may exercise it in the future.
- 29.3 If we exercise all or part of any right we have under the **agreement**, this will not prevent us from exercising that or any other right in the future.
- 29.4 If any court or other relevant authority finds that any part of the **agreement** is illegal or cannot be enforced, this will not affect the rest of the **agreement**. In these circumstances, you and we will discuss the affected part of the **agreement** to find a substitute that, as far as possible, results in the same economic effects and is legally binding.
- 29.5 If any part of the **agreement** is intended to stay in force after the **agreement** ends, that part will stay in force after the **agreement** ends for any reason.
- 29.6 Unless there are any relevant restrictions in the **agreement**, at any time after the date of this **agreement**, you or we may ask the other to complete any necessary paperwork, and take any action reasonably necessary, for the purpose of giving you or us (as appropriate) the full benefit of your or our rights under the **agreement**. The one asking for the paperwork to be completed, or action carried out, will pay the reasonable costs that result from completing the paperwork or carrying out the action.
- 29.7 Nothing in the **agreement** forms a partnership between you and us, or makes you an agent of ours (or vice versa).
- 29.8 You and we agree that the **agreement** cannot be enforced by anyone (other than you and us) under the Contracts (Rights of Third Parties) Act 1999 or any amendment to it.

### 30. Settling disputes

- 30.1 If there is a dispute between you and us in connection with the **agreement**, and you and we cannot settle the dispute between ourselves within 30 days of giving the other notice of the dispute, you or we may refer the dispute for arbitration, or to the courts of England, in line with clause 31.
- 30.2 While the procedure set out in this clause 30 is being followed, and during any legal proceedings which may be ongoing or pending, you and we will both continue to meet our obligations under the **agreement**, but nothing in this clause prevents you or us from ending the **agreement** in line with these standard terms and conditions or any **special terms** that apply.
- 30.3 Nothing in this clause 30 prevents you or us from applying to a court for equitable relief (a range of remedies that a court has the power to grant) if damages alone would not be an adequate remedy for breaking the **agreement**.

### 31. Governing law and arbitration

- 31.1 The **agreement** and any obligations arising from or connected with it will be governed by, and interpreted according to, English **law**.
- 31.2 Any dispute arising under the **agreement** which does not involve:
- 31.2.1 a complicated issue of **law**; or
  - 31.2.2 an amount of more than £5,000;
- may be referred to arbitration or other appropriate method of dispute resolution.
- 31.3 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.
- 31.4 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](http://www.virginmediabusiness.co.uk), or you can phone our Customer Services team using the contact details on **our website** to ask us for a copy.

### 32. Miscellaneous

- 32.1 Where the service includes registering or hosting a gov.uk **domain name** set out on the **order form** or agreed with you in writing, the terms at the following url will also apply:  
<https://www.gov.uk/guidance/additional-terms-for-govuk-agreements#terms-you-must-include-in-govuk-agreements>.



# Thank you

**Registered Office:**

**Virgin Media Business**  
500 Brook Drive  
Reading  
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T: 0800 052 0800

Registered in England and Wales No. 01785381



**BUSINESS**



**BUSINESS**

# SIP Trunking service

## Version 4

This document tells you about our SIP Trunking service. These **special terms**, along with our standard terms and conditions and our **service level agreement**, 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 have the same meaning as they have 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.

**agreement** means collectively these **special terms**, the **standard terms and conditions**, the relevant **order form** and the **service level agreement**.

**authorised equipment list** means the list of **cpe** that is compatible with the **service** communicated by us to you from time to time.

**call** means a signal, message or communication which can be silent, visual or spoken, excluding text messages.

**connectivity** means Our ipvpn or mia access

service **cpe** means customer premises equipment (including but not limited to telephone handsets) used in connection with the service and which may be service equipment or purchased equipment (as defined in the standard terms).

**data protection legislation** means collectively the Directive 95/46/EC or any subsequent legislation in relation to the directive and applicable local legislation enacting the directive, which includes in respect of personal data originating in the UK, the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Computer Misuse Act 1990 and the

Regulation of Investigatory Powers Act 2000.

**dynamic channels** means a SIP trunking channel variation that can be activated and deactivated to allow increases in capacity.

**emergency call** means a call to 999 or 112, or an equivalent number for calling the **emergency services**.

**emergency call service** means the service conveying emergency calls as described in clause 9.

**emergency services organisation** means the relevant local public police, fire, ambulance and coastguard services and other similar organisation providing assistance to the public in emergencies.

**fair usage policy** means our fair use policy provided to you with the order (as updated and communicated to you from time to time).

**licence** means the non-exclusive revocable right granted by us and our licensor for a **user** to use the **service** during the **licence term** on and in accordance with the terms of this **agreement**.

**licence start date** means the date on which we confirm the **service** is available to you or a **user**.

**licence term** means, in respect of each **licence** ordered, the **minimum licence term** and any extension to it.

**minimum licence term** means the minimum licence period for a **service** as set out in the order form starting from the **licence start date**.

**nuisance calls** means an unwanted call that causes annoyance to the receiver of the call and/or is a hoax call, and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene or menacing nature

## Special terms

including unauthorised 'spam' calls and 'silent' calls as defined by Ofcom in its 'Statement of policy on the persistent misuse of an electronic communications service' published 1 March 2006, and any subsequent update.

**planned engineering works** means scheduled maintenance activity which we or our **supplier** undertake from time to time to maintain and/or upgrade the **service** which may affect the availability of the **service**.

**regulatory body** means any government, quasi-government, statutory or regulatory, administrative, fiscal or judicial body, department, commission or any other competent authority or entity in any part of the world having responsibility for the regulation or governance of the **service** (or any part of the **service**) and/or any services related to or impacted by the **service** and /or having jurisdiction over us or our **supplier** (as the case may be).

**rental** means the rental (including licence fees) for the **service**, as set out in the **order form** and **price guide** (as amended and updated from time to time in accordance with these special terms).

**scheduled downtime** means **users** being unable to make and receive **calls** within the **service** (or any part of the **service**) which is pre-planned (including any **planned engineering works**) and in respect of which we have given you at least 3 **working days**' prior notice including an explanation of the purpose of such **scheduled downtime**.

**service** means the SIP Trunking service set out in the **order form** and **service literature**.

**service features** means features of the service as set out in the order form and service literature.

**software** means the software used by us to provide the **service**.

**special terms** means these terms and conditions specific to the **service**.

**standard terms and conditions** means our standard terms and conditions, as set out in the **order form**, that apply to the **service**.

**supplier** means our supplier for the purposes of providing the service. We

may change our supplier from time to time without reference to you.

**unauthorised equipment** means equipment that is not on the authorised equipment list.

**unplanned downtime** means any unavailability of the **service** (or any part of the **service**) which is not **scheduled downtime**, (including unforeseen circumstances like a major service outage on our **supplier's** network or because of an emergency. **user** any person who uses the **service** at your company or one of your group companies.

**working day** means 09:00 to 17:30 Monday to Friday, excluding public and bank holidays in England.

## 2. Using the service

In addition to clause 10 of our **standard terms and conditions**, the following also apply.

### 2.1 You agree not to use the **service**:

- 2.1.1 to make **nuisance calls**;
- 2.1.2 to send, knowingly receive, upload, download, use or re-use material which is offensive, indecent, defamatory, obscene or menacing;
- 2.1.3 contrary to any instructions provided under special term 3.1;
- 2.1.4 in a manner that is in any way unlawful, fraudulent or in bad faith or which has any unlawful, fraudulent or bad faith purpose or effect; or
- 2.1.5 in a manner that in our reasonable opinion (or the reasonable opinion of our **supplier**) could materially affect the quality of any telecommunications service, including the **service**, provided by us.

### 2.2 You will test any **software** used with or in conjunction with the **service** with the latest commercially available virus detection software to ensure that any such **software** is not infected by viruses and/or logic bombs, worms, Trojan horses and any other type of disruptive, destructive or nuisance programs.

## Special terms

- 2.3 We may monitor the profile of **calls** made through your use of the **service** for potential fraudulent or bad faith use and take reasonable steps (with which you must comply) to prevent such use.
- 2.4 You must adhere to the **fair usage policy** and any other restrictions of use contained in the **service literature**.
- 2.5 If you have purchased a **service** which includes a call tariff with inclusive minutes or call spend, use of the service will be subject to the **fair usage policy**. The inclusive minutes will be detailed in the relevant tariff sheet provided with your order, which forms part of your contract. If in any billing month the number of call minutes used (as evidenced by our records) exceeds the number of inclusive minutes set out in the tariff sheet, we may invoice you for any additional minutes used. The tariffs applicable to such excess of call minutes shall be as detailed in the applicable individual destination tariff tables provided in your tariff sheet.
- 2.6 You may vary the number of channels as part of the **agreement**. If you reduce the number of channels within the minimum period we may charge you a **cancellation charge**.
- 2.7 You must provide all required information requested within the order pack to ensure a smooth and effective order.
- 2.8 All porting requests must contain clear and accurate information. Failure to do so may lead to a delay in delivery and charges. We will perform number porting using the information supplied by you and in accordance with all relevant legislation and regulations (including codes of practice).
- 2.9 If we fail to provision the service correctly or the provisioning of the service is defective, we shall (on becoming aware of the issue), take all reasonable steps to promptly rectify the deficiency.
- 2.10 You are responsible for the equipment or services you need to use the **service** (including your **connectivity**).
- 2.11 You are responsible for maintaining the connection between your network and the equipment we use at your premises to supply the **service**.
- 2.12 The **service** can only be provided to you through **connectivity**. For the avoidance of doubt, the **service** does not include the

provision of **connectivity** and which will only be provided to you where you have ordered that specific service from us, subject to the terms of that agreement.

- 2.13 If you are unable to use the **service** due to your connectivity or lack thereof we will continue to provide the **service**, and you must continue to pay for the **service**, unless and until we receive a termination notice from you. If you terminate the service prior to expiry of the minimum period we may charge you a cancellation charge in accordance with special term 5.7.
- 2.14 If we have a contract with you to provide your **connectivity** and we suspend that service under the terms of that agreement, we may also, without liability to you, suspend the service.
- 2.15 Any restrictions, limitations or conditions affecting your **connectivity**, will also apply to the **service**.
- 2.16 **Dynamic channels** will be provisioned in a deactivated state and will only be activated and available for use when we have accepted a completed request form from you.
- 2.17 If you require **Dynamic channels** to remain active for:
  - 2.17.1 less than 28 days, the end date for deactivation must be stated in the request form: or
  - 2.17.2 more than 28 days, you must submit a deactivation request form to us with at least 5 days' notice prior to the desired deactivation date.

## 3. Service management

- 3.1 We may from time to time provide you with instructions which we believe are necessary for reasons of health, safety or the quality of the service or other services provided by us or our supplier. You must comply and ensure any user complies with such instructions and pass on any instructions we give you to **users** promptly.
- 3.2 We may, without liability to you, take action to block or restrict your or any **user's cpe** from accessing the **service** if you or any **user** use the **service** in a way that is damaging to the **service**.

### 4. Service Constraints

- 4.1 You acknowledge that some technical limitations regarding supply of the **service** to some **user** sites may only become apparent after the service has been installed and working at those sites for some time. We will use our reasonable endeavours to assess and implement alternative solutions or remedial actions to allow the **service** to continue but we may need to withdraw the **service** or parts of the **service** at such sites. We will give you written notice where we need to do this.
- 4.2 If under special term 4.1 above we withdraw part of the **service** to a **user's** site you shall have the right to terminate the whole **service** to that site and any associated **licences** within 50 days of our notice to you under 4.1. above.

### 5. Charges

- 5.1 We will invoice any connection charges for the **service** (or any part of it) on or around the **service start date** of the relevant **service**, or any other date we specify.
- 5.2 Charges will be invoiced to you monthly in arrears from the service start date. If you make any change to your contract e.g. activating or de-activating any dynamic channel licenses etc. in accordance with the terms of the contract, we will endeavour to include the charges in respect of such changes in your next invoice and which may be pro-rated depending on when the change takes effect.
- You acknowledge and accept that every time you submit a request to activate a **Dynamic Channel** you will be charged **rental** for each activated **dynamic channel** at the same rate as your primary channel **rental** charge for the period during which the **dynamic channel is active**, subject to a minimum 5 day rental charge.

If we cannot provide the **service** as a result of:

- 5.2.1 you failing to meet your obligations under our standard terms and conditions and/or these special terms; or

- 5.2.2 the service ending or being suspended as a result of your connectivity ending or being **suspended**;

you will still be liable for paying the **charges** under the **agreement** (including early cancellation charges) if the **service** ends before the expiry of the minimum period.

- 5.3 Clause 9.3.2 and 9.3.3(a) of the **standard terms and conditions** shall be deleted and replaced with the following:

- 9.3.2 We can increase the **rental** and increase or introduce other recurring charges at any time during the term of the contract by giving you 21 days' notice in writing.

- 9.3.3(a) We can increase **call charges** by giving you five days' notice in writing or publishing the revised **call charges** on our website at least five days in advance;

- 5.4 Clause 9.3.3(b) and clause 9.4 of our **standard terms and conditions** shall be deleted and the remaining sub-clauses of clause 8 shall remain in full force and effect but shall be renumbered accordingly.

- 5.5 if you cancel or terminate a **licence** prior to expiry of its **minimum licence term** (whether by cancelling the **agreement** or a specific **licence**), you must pay us an amount equal to the **licence fee** plus any charges for the features set out in the order form for the **service** for the **minimum licence term** less any **licence fees** and feature charges you have already paid which shall be in addition to any other cancellation charges payable under clause 9.17 of our standard terms.

### 6. Connection of equipment to the service

- 6.1 Any equipment connected (directly or indirectly) to or used with the **service** must be compatible with the **service** and on the **authorised equipment list**. Any equipment not listed as **authorised equipment**, will not be supported by the **service** and will be **unauthorised equipment**.

## Special terms

- 6.2 If you need to modify or change the **authorised equipment** connected to the **service** this will need to be agreed with us in advance
- 6.3 If we become aware that **unauthorised equipment** is being connected to the **service** we will serve notice on you to remove the **unauthorised equipment**. Failure to remove the **unauthorised equipment** may result in the termination or suspension of the **service**.
- 6.4 You must not use predictive diallers (equipment or software which automatically calls a list of phone numbers) or similar technologies with the SIP Trunking service unless we have agreed to this in writing.

## 7. Limitation of liability

- 7.1 Sub-clauses 15.4.1 and 15.4.2 of our standard terms and conditions shall be deleted and replaced with the following:-
- 15.4.1 100% of the total charges you have paid us in that agreement year; or
- 15.4.2 £25,000
- Whichever is more.

## 8. Transfer of Undertakings (Protection of Employment) Regulations 2006

- 8.1 You must indemnify us, and keep us indemnified against:
- 8.1.1 any loss, cost, damage or expense, including legal expenses on an indemnity basis (a basis for assessing costs, as covered in Part 44 of the Civil Procedure Rules), we suffer or have to pay (including as a result of any claim made by our licensors) in connection with any employee of yours transferring (or allegedly transferring) to us; and
- 8.1.2 any liability in connection with any employee of yours transferring (or allegedly

transferring) to us under the Transfer of Undertakings (Protection of Employment) Regulations 2006, arising directly or indirectly as a result of you and us entering into the **agreement** or the employee's employment ending (including compensation for unfair dismissal, notice pay or statutory redundancy pay, or under regulations 12 or 15 of the Transfer of Undertakings (Protection of Employment) Regulations 2006).

- 8.2 The indemnity at special term 8.1 above shall be unlimited and included in clause 15.1 of our **standard terms and conditions**

This special term 8 will continue to apply after the **agreement** ends.

## 9. Emergency calls

- 9.1 You agree and acknowledge that in relation to **emergency calls** made using the **service**:
- 9.1.1 the **user's** equipment used to access the **service** requires mains power to make **emergency calls**;
- 9.1.2 the **user** is required to confirm or provide their location when making an **emergency call** to enable the relevant **emergency services organisation** to respond; and
- 9.2 an **emergency call** made using the **service** may not receive the same network priority as an **emergency call** made on a mobile network or on a circuit-switched fixed line.
- 9.3 The **emergency call service** will only be available where the **emergency call** originates from a calling party located in the UK having a telephone number conforming to the national telephone numbering plan, as set out on the Ofcom website, and being either from a geographic number range or from non-geographic number ranges with a prefix of: 055, 056, 03 or 08.
- 9.4 We will give you not less than 50 days' written notice of any material changes to the **emergency call service**.

# 10. Intellectual Property Rights

- 10.1 Clause 12.10 of our standard terms and conditions shall be deleted and replaced with the following clause 12.10:
- 12.10 You must indemnify us against any damages (including costs) awarded against us and any liabilities, and costs which we suffer or incur in connection with any claim or action against us or our **supplier** as a result of the **service** infringing the intellectual property rights of a third party (an intellectual property rights claim against us) if that claim or action arose from:
- 12.10.1 work we carried out in line with instructions or specifications you gave us; or
- 12.10.2 you connecting or using your own apparatus (except purchased equipment) with the **service**.
- 12.10.3 Any of the circumstances set out in clause 12.7.1 – 12.7.6 of the **standard terms and conditions**

# 11. CPE

- 11.1 You must only use **cpe** on the **authorised equipment list**. We may amend the **authorised equipment list** from time to time on not less than 25 days' notice. Any notice will state what is being removed from the **authorised equipment list**, when it will be removed and what **cpe** will replace it. If you are using service equipment or purchased equipment which is removed from the **authorised equipment list** we will continue to support such **cpe** for 90 days after the date our notice stated it was to be removed from the **authorised equipment list** (unless it is considered to be a security risk in which case a shorter period will apply)
- 11.2 If a change to the **authorised equipment list** means that you or a **user** would have to make material changes to your (or their) systems (including any software,

hardware, equipment, networks or infrastructure) or incur material costs you may provide us with written evidence of those costs or changes. If we agree that such costs or changes are material we shall continue to support such **cpe** until the expiry of the **minimum licence term** for the last **licence** affected by such change that you (or the relevant **user**) had entered into prior to such change to the **authorised equipment list**.

- 11.3 You will keep and maintain each piece of **cpe** and only use it in accordance with the manufacturer's or our instructions. You must ensure that any authorised equipment complies with any specific compatibility and interfacing requirements within a reasonable time of us notifying them to you. You must take reasonable steps to ensure any service equipment or purchased equipment is configured to prevent it being used in the commission of criminal offences (including making bad faith or fraudulent **calls**). If you or any **user** modifies or changes any **[authorised] equipment** in a manner that could have a detrimental impact on the **service**, any of our (or our **supplier's**) equipment, our (or our **supplier's**) network or the network or equipment of another customer of us or our supplier then you must give us 30 days' prior written notice and we may suspend or terminate the **service** by giving you notice.
- 11.4 If we provide software to you through the service we do not guarantee that it will be error free, but will we procure to have any errors corrected within a reasonable time if they impair the performance of the **cpe**.
- 11.5 Where a **cpe** sustains damage as a result of your actions you will indemnify us for the fix or replacement of the **cpe**.
- WEEE Directive**
- 11.6 You will be responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**weee directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of **cpe** that has become waste electrical and electronic equipment ("**weee**").
- 11.7 Each of us acknowledge that for the purposes of Article 13 of the **weee directive**, the obligations and terms set out in special terms 11.10 – 11.14 inclusive constitute an agreement stipulating other

## Special terms

financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of **wEEE**.

- 11.8 You will be responsible for any information recording or reporting obligations imposed by the **wEEE** directive.
- 11.9 You will indemnify us against any claims or legal proceedings that are brought or threatened against us by a third party which would not have been caused or made had you fulfilled your express or implied obligations under clauses 11.10 – 11.14 inclusive of these special terms or in connection with the **wEEE** directive.
- 11.10 We will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

## 12. Data protection

- 12.1 You agree to comply with your obligations under applicable data protection legislation, and maintain all relevant registrations and notifications. You agree to obtain all registrations, notifications and consents that you need to enable us and our sub-processors to process the personal data of users for the purposes of performing our obligations under the agreement.
- 12.2 You agree to indemnify us against all loss, damages, reasonable costs, liabilities and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against us by a third party because you are in breach of 12.1 above.

## 13. Changing the agreement or service

- 13.1 Clause 20.2 of the standard terms and conditions shall be deleted and replaced with the following clause 20.2:
- 20.2 Despite clause 20.1, we can propose any changes to the agreement (other than in relation to charges (which are governed by clause 4 of these special terms) and service changes that are governed by clause 20.4 and 20.5, by giving you 21 days' written notice before the change is due to take effect. You may

serve a notice on us stating any objections to the change within 21 days of the date you received notice of the change from us. We will consider any objections received.

- 13.2 Clause 20.5 of the standard terms and conditions shall be deleted and replaced with the following new clause 20.5:

20.5 we may also change the **service** at any time (other than for the reasons set out in clause 20.4), including as a result of a change of name, a change in how we provide services, a change in technology or an upgrade to or substitution of an alternative service, or the introduction of new or improved service levels and/or licences, as long as:

- 20.5.1 you will not be charged for the change; and
- 20.5.2 the charges and minimum period will not be affected by the change

## 14. Suspending the Service

- 14.1 In addition to our suspension rights at clause 16 of our standard terms and conditions, we may suspend the service if:-
- 14.1.1 all or any part of any contract between us and another telecommunications provider is suspended and this affects the provision of the service.
- 14.1.2 abnormally high Call volumes are conveyed via the Service for onward termination to a network operated outside the UK, we and/or our supplier may instigate network management control measures including but not limited to call barring.
- 14.2 We may also suspend the service for operational reasons, to introduce or withdraw service features, provide new installations, update facilities, carry out general maintenance and planned engineering works or change the technical specification of the service upon giving not

## Special terms

- less than 10 days' notice. In such event we will use our reasonable endeavours to minimise disruption to users.
- 14.3 Occasionally we may need to suspend the service (or a part of the service) for unplanned downtime. We will give you as much notice as possible of any unplanned downtime. If we cannot give you prior notice then we will inform you as soon as possible after the unplanned downtime commences. We will tell you the reason for such unplanned downtime in our notice or as soon as possible afterwards. We will use reasonable endeavours to avoid/minimise the occurrence and duration of any unplanned downtime wherever practicable.
- 14.4 We shall not be liable to you where we suspend the service in accordance with this special term 14.

## 15. Presentation numbers

- 15.1 All presentation numbers (the phone numbers presented to the person you are calling):
- 15.1.1 must be authentic numbers;
  - 15.1.2 must be able to be dialled or have been received from the public electronic communications network and passed on unchanged;
  - 15.1.3 must not be premium-rate numbers(except for those we authorise in writing), a number that connects to a revenue sharing number that generates unexpected or excessive call charges, international or **emergency services** numbers;
  - 15.1.4 you acknowledge that exploiting a presentation number to generate revenue generating calls may be persistent misuse of an electronic telecommunications network or electronic communications service. Where this is the case, it will constitute a material breach of this **agreement**;
  - 15.1.5 must be supported by an underlying network number
- (the phone number for the line the call is made on);
- 15.1.6 Any presentation numbers to be presented on our communications network must be agreed by you and us in writing;
- 15.1.7 If a presentation number is allocated by a third party, you must get the third party's permission in writing before presenting it on the outbound call and let us know promptly if that permission is withdrawn;
- 15.1.8 You must indemnify (fully compensate) us for, all costs, claims, damages or proceedings made or threatened to be made as a result of you misusing a presentation number. This special term 15.1.8 shall be included in clause 15.1 of our **standard terms and conditions**;
- 15.2 You accept that some networks will not recognise a presentation number.
- 15.3 You must make sure that if a member of the public calls the presentation number, you have the facilities to answer the call in person or through an interactive voice response system.
- 15.4 You will comply with the CLI code of practice
- 15.5 We reserve the right to suspend or withdraw the use of presentation numbers upon notice if the information you have provided is or becomes inaccurate and/or we reasonably believe that the presentation numbers are prohibited by the CLI code of practice and/or are being used to generate revenue sharing.

## 16. Ending the agreement

- 16.1 The reference in clause 17.1.2 of the standard terms and conditions is amended to 10 days.

## 17. Cancelling the service

- 17.1 In addition to our rights to terminate the agreement under clause 17.1, or cancel any part of the service under clause 21.1 of the **standard terms and conditions**,

## Special terms

we can cancel the **service**, in whole or part, at any time to comply with a direction from Ofcom or any other **regulatory body** to suspend or cancel the **service** or any part of it (but this right to terminate will not relieve us of our liabilities under the **agreement**) in connection with the direction received.

## 18. Events beyond your or our control

- 18.1 The second paragraph of clause 19.1 of our standard terms and conditions is deleted and replaced with the following:

“Circumstances beyond your or our control” means matters beyond your or our reasonable control (having taken reasonable precautions or measures) including but not limited to act of God, lightning, flood, exceptionally severe weather, subsidence, fire, explosion, war, civil disorder, national or local emergency, statutory obligation, industrial disputes (including those involving a party's own employees provided that party has taken all reasonable steps to prevent and /or resolve such industrial disputes from arising), delay or failure of a party's suppliers due to a matter beyond that supplier's reasonable control, delay or failure or rationing of energy supplies, unplanned or emergency acts or omissions of local or central government or other competent bodies, acts or omissions of persons for whom a party is not responsible or any other cause whether similar or dissimilar outside its reasonable control.

# SIP Trunking

## How we'll look after you

Thank you for your business. We'll never take it for granted. That's why we've put together this **service level agreement (sla)**. It lets you know exactly what we promise to deliver as part of our SIP Trunking service that you've ordered from us. This **sla** forms part of the agreement between you and us for services provided so, naturally, we'll fulfil what's laid out here. If we're providing you with connectivity for access to this service, that part of the service is covered by the connectivity service level agreement. In this case, you'll need to read this **sla** and that one too.

The transferring of numbers from another service provider (the **losing communications provider**) to these services (a **port**) is also covered with Geographic Number Portability (**GNP**)

## Our service availability promise

We pride ourselves on delivering a high availability service and keeping the SIP Trunking service up and running so you can continue with what you need to do.

We've come up with a set of **service availability** targets for our SIP Trunking service, so you know what to expect from us each month. These are set out in Table 1 below.

Table 1

| Service Component   | Service Availability Target |
|---------------------|-----------------------------|
| SIP Trunks          | 99.999%                     |
| SIP Trunking Portal | 99.99%                      |

We measure **service availability** by measuring the amount of **outage time** in a **service period**.

We work out **service availability** and **outage time** for each **service period** like this:

$$\frac{24\text{hrs} \times \text{days a rental month} - \text{Outage Time hrs}}{24\text{hrs} \times \text{days in a rental month}} \times 100\%$$

## Your remedies

Where the SIP Trunks **service availability** is less than 99.999%, you can claim **service credits** once a calendar month only. The applicable **service credit** is calculated by multiplying the **charges** for that **service period** by the applicable percentage shown below in Table 2:

Table 2

| Monthly Uptime Percentage | Service Credit                           |
|---------------------------|------------------------------------------|
| < 99.999 to 99.99%        | 5% of monthly <b>SIP channel rental</b>  |
| < 99.99 to 99.93%         | 10% of monthly <b>SIP channel rental</b> |
| < 99.93%                  | 15% of monthly <b>SIP channel rental</b> |

## Bringing you back online

If a problem arises, we'll aim to fix it within the times shown in the Table 3 below:

Table 3

| Fault Category | Target Restoration Time |
|----------------|-------------------------|
| P1 Fault       | 6 hours (24/7)          |
| P2 Fault       | 8 hours (24/7)          |
| P3 Fault       | 1 working day           |
| P4 Fault       | 3 working days          |

## Who's in charge of getting problems sorted?

If a problem isn't sorted within the times we promise, then we escalate it as you can see from the table below

### Our commitment to you:

| Late Service Restoration |                  |
|--------------------------|------------------|
| Internal Escalation      | Escalation Level |
| Team Manager             | Level 1          |
| Fault Centre Manager     | Level 2          |
| Head of Business Assure  | Level 3          |

So now we've covered the main points, all that's left to read is the full agreement. It spells out exactly where we both stand so that there is no confusion.

## Definitions of terms used

Except as otherwise defined in this **sla** or unless the context otherwise requires, all defined terms in this **sla** shall have the same meanings as in the **agreement**.

**charges** means, for the purpose of this **sla**, the recurring monthly charges which are payable by you under the **agreement** for the **service**, but excluding any **cancellation charges**, **connection charges** or other one-off charges.

**excused outage** means any **fault** caused by:

- (a) your network, system or equipment, or any part of it, including your **SBC** and **access service** or
- (b) your acts or omissions; or
- (c) over subscription of bandwidth or congestion on your IP network that is not caused by us; or
- (d) your failure to ensure that sufficient Realtime bandwidth is available to ensure that IP packet loss, jitter and latency do not exceed the relevant limits required by Realtime applications; or
- (e) unavailability of, or your failure to have or maintain in place in accordance with the **agreement**, an appropriate **access service**; or
- (f) your breach of the **agreement**; or
- (g) your failure or delay in complying with our reasonable instructions; or

- (h) a force majeure event as set out in the Agreement; or
- (i) an act or omission of any third party which is beyond our reasonable control.

**fault** means a **p1 fault**, **p2 fault**, **p3 fault** or **p4 fault** which has been reported to us in accordance with standard fault reporting procedures (see 'reporting a fault' below) or logged by us on our fault management system.

**fault report** means the report of a **fault** either by you or us that has been recorded on the call record at our Business Technical Support Centre in accordance with standard fault reporting procedures.

**outage time** means the sum total time that the **service** is unavailable in the relevant month due to a **p1 fault**.

**p1 fault** means the **service** is unavailable with complete or major loss of service causing a critical impact to your business operations. Immediate restoration of service is expected.

For example, all of your **users** are unable to make or receive an external call, business critical call diverts are failing or calls to your business critical number(s) are failing.

**p2 fault** means the **service** is available but operating with reduced functionality or degraded service that is causing significant business impacts to you.

Example of scale would be consistently intermittent ability to use voice services due to poor quality or dropped calls, call diverts are failing or you are unable to access the **SIP Trunking Portal** to configure emergency call diverts.

**p3 fault** means the **service** is available but an issue is causing reduced functionality or degraded service, but which does not cause a significant business impact to you.

Example of scale would be **CLI** presentation being inhibited and the **SIP Trunking Portal** and/or call reports are unavailable.

**p4 fault** means the **service** is available but an issue has been raised which impacts an individual **user** in a minor capacity but does not impact your business operations.

Example of scale would be only one party can hear the other party during a call for an individual **user** or individual I admin is unable to access the **SIP Trunking Portal**.

**planned outage** means any circumstances in which we have notified you in advance that the

# Service Level Agreement

**service** may be unavailable or operating with reduced functionality or degraded service.

**restoration** or 'restore' means the workaround or temporary solution for, or the permanent resolution of, a **fault** which (as applicable) remedies, or negates the impact of, the **fault** so that the **service** is available.

**service** means the **service** that we provide to you as set out in the **agreement**.

**service credit** is the amount we credit or pay to you for failing to meet the **service levels** as set out in this **sla**.

**service period** means each month during the term of the **agreement**, with each month being calculated between the **service start date** and the same date in each subsequent month.

**working day** means 09:00 to 17:00 Monday to Friday, excluding public and bank holidays in the applicable part of the United Kingdom

For the avoidance of doubt, **you** and **your** shall include your employees, subcontractors and agents.

## Geographic Number Porting

As set out in more detail within this section, in the **agreement** and in our number porting guidance (available on **our website**), you are responsible for submitting a **port** request to your **losing communications provider** and for providing all necessary documents to enable that **port** request to be completed. We will assist you in completing any **port** request as set out in our Number Porting guidance.

We will notify you in writing once the **losing communications provider** has accepted your **port** request and shall provide you with a date on which the **port** will take place (a "**port date**").

Subject to the remainder of this section and the exclusions section below, if we do not confirm to you in writing that your requested geographic number **port** has been successfully completed within one (1) **working day** of the **port date** notified to you in writing, you may be entitled to claim **service credits** for each number **port** delayed.

For the purposes of this section the time a **port** is "delayed" shall be the period beginning on the second **working day** after the relevant **port date** notified to you in writing (as may be extended under this section) and ending on the day the **port** is successfully completed.

The value of any **service credit** you may be entitled to under this section shall be calculated as:

One thirtieth (1/30) of the applicable monthly rental for the relevant ported number service multiplied by the number of days delayed, up to a maximum value equivalent to 90 days' of the monthly rental for the relevant ported number.

The **service credits** set out above shall be your sole remedy for any **porting** delay or any failure by us to meet the GNP **service level** set out above.

If the delay is caused by any of the reasons set out below or in the Exclusions section of this document, we'll try to complete the **port** as soon as possible but we won't be liable to pay you any **service credits**.

Where groups of numbers are covered by a single monthly rental plan, the "applicable monthly rental" referred to above when calculating any **service credits** payable under this section will be calculated by the total group monthly **rental** charge, divided by the total number of numbers under the rental plan, and then multiplied by the number of **ports** delayed.

The completion of any GNP **ports** and the application for any **service credits** are subject at all times to the following conditions:

- (a) if we amend or extend a **port date** in accordance with clause 4.5 of **our standard terms and conditions**, or a revised **port date** is agreed in writing between us, the **port date** referred to above against which our performance shall be measured for the purpose of this section shall be the extended **port date**;
- (b) In order to complete a **port**, you are responsible for, and must to provide us with:
  - (i) a copy of the correctly completed and signed GNP "Letter of Authority", with all **porting** validation processes completed with the **losing communications provider**;
  - (ii) completing all **porting** validation processes the **losing communications provider** may require you to complete to accept or process any **port** request; and
  - (iii) accurate and complete details of the number(s) to be **ported**, in advance of the proposed **port date**.

We shall have no liability to you for any **service credits** as a result of any delay to the **port**

# Service Level Agreement

caused by your failure to provide us or the **losing communications provider** with this information.

## Exclusions

### Service availability

Unavailability of the service because of any of the following events shall not count as outage time:

- (a) an **excused outage**; or
- (b) a **planned outage**; or
- (c) emergency maintenance.

## Service restoration

Time spent in repairing a **fault** or **restoring** the **service** because of any of the following events will not be counted as part of restoration time when calculating **service credits**:

- (a) your failure or delay in providing the necessary co-operation required by us including, without limitation:
  - (i) supply of the necessary information; or
  - (ii) access to the relevant sites; or
  - (iii) supply of the necessary power or facilities; or
- (b) your relevant personnel cannot be contacted to assist us or to confirm the **service is restored**; or
- (c) a **planned outage**; or
- (d) an **excused outage**; or
- (e) emergency maintenance.

The time taken to restore a **fault** is measured from the time the **fault report** is recorded on our fault management system on a **working day** or 09:00 on the first **working day** following (if reported outside of those hours) until the time we notify you that **service** has been restored or if we are unable to contact you, the time recorded on our Business fault management system that **service** has been **restored**.

## General

The **sla** does not apply to non-standard solutions or customised services unless expressly agreed in writing.

If, on further inspection, no **fault** can be found with the **service** or the **fault** is an **excused**

**outage**, we may charge you for costs incurred by us.

## Claiming service credits and our liability to you

To request **service credits**, you must claim in writing via your Virgin Media Business Account Manager within 3 months from the date of the relevant event. If you do not claim **service credits** within such period, you will be deemed to have waived the applicable **service credits**.

You agree that **service credits** shall be your sole and exclusive financial remedy for our failure to meet **service levels**. **Service credits** payable shall relate to the monthly rental of the **service** that is the subject of the **fault**.

Notwithstanding any provisions in the **agreement** to the contrary in no event shall the total amount of **service credits** payable to you in any year for the affected **service** exceed 100% of the total of the annual **charges** for the affected **users** nor shall the amount of **service credits** payable to you in any **service period** exceed 100% of the total of that **service period's charges** for the affected **users**.

## Service planned outage

Except in an emergency or in circumstances beyond our control, we will endeavour to give you as much notice as we are able to give (but in any event not less than four (4) Working Days) of any **planned outage** which will affect the availability of the **service**. Such notice will include:

- (a) a brief description of the **planned outage**;
- (b) date and time of the **planned outage**; and
- (c) estimated duration of the **planned outage**.

Such notice will be given by way of letter or via email. However, in the case of an emergency, we may give you a shorter notice by way of a telephone call.

# Service Level Agreement

## Reporting a fault

You must comply with any fault reporting format as advised by us from time to time for the reporting of **faults**.

For the avoidance of doubt, if there is a dispute on any fault commencement or duration, the records of the fault management system at our Technical Support Centre shall be final.

Any **faults** or suspected **faults** on the **services** must be reported to our Technical Support Centre on **0800 052 0800** (followed by your PIN, if supplied).

You shall identify to us the individuals who shall have authority to report **faults (authorised individuals)**. Any replacement **authorised individuals** shall be notified to us in writing.

In our commitment to you, our internal escalation procedure is for information only and you will not have any direct contact with any of such personnel.

# 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 Buyer named on the **order form**; and
- 1.1.2 us, the Supplier;

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 clauses 8.12 and 8.13.

**charges** means our charges from time to time (including **cancellation charges** for

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.

the **professional services** ), which may

## Standard terms and conditions

**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.virginmediabusiness.co.uk](http://www.virginmediabusiness.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 attracts 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

## Standard terms and conditions

meaning because examples are also used.

- 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 18.
- 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 17.6); 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.



## Standard terms and conditions

- 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 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



## Standard terms and conditions

- 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 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



## Standard terms and conditions

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 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.



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- 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;
  - 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 9.7.6, 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**



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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



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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.
- 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.

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- 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 **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  
PO Box 1787  
Sheffield  
S9 3UH
- 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;

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- 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 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**;



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- 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



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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.

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.



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- 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 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 a 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 18.1, 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 18 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.



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- 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 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**.
- 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](http://www.virginmediabusiness.co.uk), or you can phone our Customer Services team on 0800 052 0800 to ask us for a copy.



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