



# CLOUD COMMUNICATIONS - CISCO WEBEX

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.

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>.



# Cloud Communications Cisco Webex

## Version 1.4

This document tells you about our **Cisco SaaS Service**. These **special terms**, along with our **standard terms and conditions** and our **service level agreement**, explain exactly how **we** will 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

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

- 1.1 **We** reserve the right to update these **special terms** or **our acceptable use policy** and it is **your** responsibility to check **our** website at [Virgin Media Business Terms & Conditions](#) with respect to any changes.
- 1.2 **We** will use all reasonable effort to inform **you** of any material changes in writing or via **your** relevant account manager where applicable.
- 1.3 Where the following words are printed in bold in these **special terms**, they have the meanings set out below.

**add-on** means a chargeable **service feature** as set out in the **order form** or the **portal** which is attributed to a **user**, a **site**, or **your** account as a whole;

**acceptable use policy** means the document which sets out the rules for using **this service**, available on request and/or on our website (or such other location as we may notify you from time to time), as updated by us from time to time.

**applicable law** means all laws, regulations, rules and orders in the relevant jurisdiction in which the

**services** are to be performed, as amended from time to time;

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

**call tariff** means the tariff, rates, charges, inclusive quotas and rules that apply to **calls** made in connection with the **service**;

**Cisco** means Cisco International Limited;

**Cisco data processing agreement** means the data processing agreement on the Cisco website [Cisco Trust Portal](#);

**CEA technology package** means **Cisco** software and services portfolios such as networking infrastructure, security, applications infrastructure and collaboration with **Cisco technology package** terms;

**Cisco professional services** means optional services purchased from **us** and delivered by **Cisco** at an additional charge, as set out on the **order form**;

**Cisco SaaS Service** means the suite of Cisco products (whether stand-alone, included in the **subscription** or otherwise bundled with other **services**) as further described in these **special terms**;



## Special terms

**Cisco software stores** means the downloadable software used on **CPE** from the following locations **Cisco** help pages, **Cisco** software centre download page, **Cisco** web site, Microsoft app store, Apple app store, Android app store or the **Webex Control hub**.

**channels** means third-party digital messaging platforms and applications, as may be generally made accessible by the cloud service, for use in sending messages to third parties. Examples of digital **channels** includes, but is not limited to, Apple Business Chat, Facebook Messenger, WhatsApp, SMS, web chat and email.

**CLI address** means the caller line identity address set out in the **order form** (which is also **your** invoicing address set out in the **order form**) and that **you** may change from time to time;

**configuration** means a change to the standard elements of a **service** (other than a change to a **subscription**) which **you** can make using the **portal**;

**connectivity** means the connection or circuit over which the **service** is provided, which consists of a physically wired or cabled connection and/or, for wireless data, a wireless connection, whether provided by **us** or a third party;

**content** means any textual, aural or visual material supplied by **you** (whether directly, indirectly or from any third party) to be used in **messages you** send through the **platform** and/or **channels** or that are sent on **your** behalf;

**CPE (customer premises equipment)** means equipment you buy from **us** to use with the **Cisco SaaS service** which should be compatible with the **Cisco device**

**standard**;

**CPE charges** means **our** charges for the **CPE you** buy from **us**;

**customer delivery date** means the date **we** or **our** supplier deliver **CPE** to **you** or the date **we** finish providing the **professional services** to you, as appropriate;

**customer infrastructure** means any of **your apparatus**, **connectivity**, devices, network (including **your** LAN), system(s), software, hardware or other equipment owned, controlled or operated by **you**, or provided to **you** by any third party, and whether or not used in connection with any **service**;

**Cisco device standard** means the list of devices that is compatible with the **Cisco SaaS service** communicated by **us** to **you** from time to time and as set out in the **Cisco [supported devices documentation](#)**;

**documentation** means any information contained in **our** or **Cisco's** websites, training material, design documents, emails, presentations, PDF's that are provided by **us** or **Cisco**;

**EA workspace account** means a **Cisco** enterprise-wide license management and provisioning tool that allows customer to manage and provision licences, generate software licences via a portal that customers can control and manage access;

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

**emergency services** means the relevant local public police, fire, ambulance or coastguard services, or other similar organisations

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providing help to the public in emergencies;

**endpoint** means a piece of equipment that is assigned to a particular user, location or space such as (conference room phones, lobby phones, wall phones, break room phones, soft phones and so on);

**EULA** means the end user license agreement as published by **Cisco** on their website  
[www.cisco.com/go/eula](http://www.cisco.com/go/eula)

**indemnify customer claim** means **you** agree to indemnify, defend and hold harmless: **us** and **our** officers, directors, affiliates and permitted assigns (on the one hand); and **Cisco** and its officers, directors, affiliates (on the other hand) permitted assigns; from and against all third party claims, suits, demands, actions, damages, losses, liabilities, costs and expenses (including reasonable legal fees) incurred by **us** and **Cisco**

**initial licences** means the first licences received based on the quantity of relevant subscriptions set out in the first order form for a given contractual term;

**internet connectivity** means **connectivity** that provides direct access to the internet, whether provided by **us** or a third party;

**IPVPN connectivity** means the **connectivity** between sites where users access the service with **your** apparatus (other than mobile devices), and that **we** or **our** group company provide to **you** under a separate agreement;

**IVR port** means a call connected to a IVR application that allows a user to interact with a computer-operated systems through the use of voice and DTMF.

**knowledge workers** means your employees and contractors who use computing or communications devices capable of running the **Cisco** technology as part of their duties performed on **your** behalf.

**LAN** means local area network including network routers and firewalls, virtual, fixed, or otherwise;

**licence** means a licence to use the software that we or a licensor grant to **you**.

**licence terms** means the licence terms and conditions for the Webex client software, as set out in clause 3;

**licensor** means a third-party licensor or subcontractor we use to provide the **service** or any part of it, including any of its subcontractors or licensors, and including **Cisco**;

**minimum rental charge** means the minimum monthly rental **you** have to pay **us**, as set out in the order form;

**mobile device** means **your** apparatus using 2G, 3G, 4G, 5G or similar or updated wireless technologies to provide a network connection to a fixed network access point;

**network number** means the telephone number for the line the call is made from;

**optional extensions** means entitlements, subscriptions or services that are set out in the order form which do not form part of the subscriptions that are not included in the growth allowance in an enterprise agreement

**platform** means **Cisco's** interface, which enables **messages** to be sent and received by **you** via the **channels**;

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**portal** means our online portal which allows **you** to carry out configurations and make the changes to **your** subscriptions;

**porting requirements** means the requirements set out in clauses 1516.1 to 1516.4 of this **agreement**;

**presentation number** means the number nominated or provided by **you** that can identify that caller or be used to make a return or subsequent call. It may not necessarily identify the line identity of the geographic source of the call;

**primary site** shall be designated by **you** and means the site in the **UK territory** where **we** carry out the acceptance tests described in clause 8.19.2.1(i)

**privacy data sheets** means the privacy data sheets for Webex Meetings and Webex Teams found at [Cisco Trust Portal](#) (or any other location which **we** or the third party may notify to **you**);

**professional services** mean the professional services **we** provide to **you** under this **agreement**, as set out in the order form and **our** [Professional services Terms & Conditions](#);

**professional services charges** means **our** charges for providing professional services;

**Public Switched Telephone Network** means switched telephone networks that are operated by national, regional, or local telephony operators, providing infrastructure and services for public telecommunication;

**quotation** means **our** final quotation, referred to in the order form, for **CPE charges**;

**scheduled downtime** means any downtime planned by Cisco and notified to **you** a minimum of 10 days in advance;

**service feature** means functionality or a component of the Service as enabled by the relevant Subscription or **add-on** and as described in [help.webex.com](http://help.webex.com);

**software** means the software **we** or **our** subcontractors use to provide the service, including the **webex app** software and the hosted software;

**special terms** mean these extra service terms and conditions specific to the service;

**standard terms and conditions** means **our standard terms and conditions**, as set out in [Virgin Media Standard Terms and conditions](#)

**statement of work** means the statement of work or similar document, as referred to in the order form, describing the **professional services** and the **professional services charges** for them.

**subscription** means a licence to use the software deployed in connection with the **service** that **we** or a license or grant to **you** pursuant to this **agreement**.

**survey** means (notwithstanding the provisions of clause 1 of **our standard terms and conditions**) **our** audit of your **LAN**, your apparatus and the **IPVPN connectivity**;

**technical requirements** means the minimum specification for **connectivity** (ports and IP address), bandwidth, **CPE**, system requirements;

**technology package** means

## Special terms

products from **Cisco** covered under the enterprise agreement namely collaboration, security, network, applications infrastructure and services. More information about the covered technology packages can be found on the cisco enterprise agreement website

<https://www.cisco.com/c/en/us/buy/enterprise-agreement.html>

**tenant** means a representation of a unique organisation usually around a domain. A logical and isolated container of services assigned to a subscription enabled through the use of features and capability configured for the organisation. These products and services are dedicated to the **you**;

**third party** means any supplier, licensor, publisher, manufacturer, developer or other third-party provider of Services and/or **CPE** other than **us**, provided that either **we** have notified **you** of such provider in this **agreement** or it would be reasonably apparent to a reasonable customer (acting reasonably) that **we** are not the provider, developer or manufacturer of any **service** or **CPE**;

**third party SaaS services** means supplier, licensor, publisher, manufacturer, developer or other third-party provider of services other than **us** that is providing services, integration or capability in connection to the **Cisco SaaS Service**;

**UK territory** means England, Wales, Scotland and Northern Ireland;

**unscheduled downtime** means any downtime that has not been planned by **Cisco** in advance;

**us** or **we** means Virgin Media Business Limited;

**user** means each individual employee, contractor or agent of **yours** who is profiled on the hosted software and who can access the software through a telephone, soft client, mobile client or extension mobility profile associated with that individual;

**Webex app** client software means the software **we** provide under this **agreement** to run on **your** endpoints;

**Webex Control hub.** means the web based portal that provides a single pane of glass to administer Webex services.

**you** or **your** means the customer or other legal entity entering into the **agreement**, as set out on the **order form**;

**your materials** means any of **your** or any user's materials, data (including hosted data), software, equipment, brands, logos, trademarks, graphics, text, sound or work processed using the **service**.

**your provider** means any provider of products, services, solutions, other than **us**, that are required to make the **service** work such as but not limited to MPLS, IPVPN, Internet, security, device supplier including laptops and mobiles, local gateway, PSTN providers for local gateways, SIP trunking providers. ISDN services, domain name services, domain providers, certificate providers, Azure active directory, Google, calendars.

## 2. Overview

- 2.1 The **Cisco** SaaS Service covers a suite of cloud-based services provided by **Cisco** described by these **special terms** and **our service level agreement**.



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- 2.2 The Cisco SaaS Service is accessible remotely via **your connectivity** and is provided to **you** on a **subscription** basis. Use of the **service** outside of the **UK territory** shall be at **your** risk and may be subject to local laws and/or regulations in the country to/from which the **call** is made or received which may prevent, restrict or inhibit **your** use of the **service** within that country or otherwise result in **you** incurring additional charges.
- 2.3 **We** shall have no liability to **you** whatsoever, except any liability which cannot be limited or excluded by **applicable law**, including but not limited to liability for loss of **service**, **service** degradation, or loss of or damage to **your** data (including in respect of unauthorised access or disclosure) and/or for additional charges incurred by **you** arising out of your use of the **service** outside of the **UK territory**.
- 2.4 **You** agree to indemnify and hold **us** harmless against any claims, demands, losses, liabilities, costs and expenses suffered or incurred by **us** in connection with **your** use of the **service** outside of the **UK territory**.
- 2.5 **You** acknowledge and agree that any internet links within these **special terms** are correct at the point the **agreement** commences but that they are subject to change.
- ### 3. Components of the Service
- 3.1 The **service** that **we** shall provide **you** could consist of any of the components in this clause 3, and the **service** components **you** take will be set out in the **order form**.
- 3.2 **Cisco SaaS Service subscription(s)**. The **subscriptions** offered shall be governed by the **license** type on the **order form**.
- 3.2.1 [Webex Calling](#)
- 3.2.2 [Webex Contact Centre](#)
- 3.2.3 [Webex Experience Management](#)
- 3.2.4 [Webex Connect](#)
- 3.2.5 [Webex Webinars & Events](#)
- 3.2.6 [Webex Messaging](#) -
- 3.3 Public telephony:
- 3.3.1 [Number Usage & Geographic Number Porting \(Excluding Third Party SaaS Service\)](#)
- 3.3.2 [Sip trunking channels.](#)
- 3.3.3 Call Tariffs and packages.
- 3.3.4 [WebexGo](#)
- 3.4 Network options
- 3.4.1 Internet (over the top) - included
- 3.4.2 Webex Edge Connect Via Equinix (NAT included)
- 3.5 **We** will provide any of the following additional optional components to **you** under this **agreement** at an additional cost and based on the terms in the links below. ("**optional components**"):
- 3.5.1 [Extended Security pack](#)
- 3.5.2 [Vidcast](#)
- 3.5.3 [Cisco Webex Calling plan](#)
- 3.5.4 [Webex Assistant](#)
- 3.5.5 [Webex conference dial in](#)
- 3.5.6 [Webex video integration for Microsoft teams](#) -
- 3.5.7 [Call recording via unified recording](#)
- 3.5.8 [Customer Premise Equipment \(CPE\)](#); -
- 3.5.9 [Warranty and support on CPE](#)
- 3.6 Professional services; and/or administrator training; and/or additional services or applications



## Special terms

provided by third parties and expressly agreed between **you** and **us**, either as set out in this **agreement** or otherwise agreed in writing.

- 3.7 The **subscription** type and quantities, **call tariff** and any **optional components** are confirmed on the **order form**.
- 3.8 If **we** have agreed to provide **you** with any **optional components** under this **agreement**, the relevant terms set out in paragraph 14.15.5 of these **special terms** (if any) shall apply to such **optional components** as applicable in addition to the remainder of these **special terms**
- 3.9 These **special terms** do not cover any **connectivity** **we** have agreed to provide to **you** under this **agreement**. Please see the relevant separate **special terms** and **service level agreements** that apply to those elements of **your** service.
- 3.10 The **data sheet** is made available for **your** reference only. **We** reserve the right to update **our data sheet** without prior notice to **you**.

## 4. Trademarks and logos

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

## 5. Pre-Conditions of Use

- 5.1 **You** will require **connectivity** to access the **service** although the **service** may be provisioned before **your connectivity** is available, and **we** may start billing **you** for the **service** before **your connectivity** is

in place or before any port is complete.

**You** are responsible for ensuring at all times during the term of the **agreement**:

- 5.1.1 **We** have all information (and **you** have completed all documents), **we** may reasonably require **you** to allow **us** to supply or support the **service**;
- (i) that any **connectivity** is available and suitable for use with the **service**, in particular **your connectivity** must comply with the **technical requirements**;
  - (ii) that all devices and **CPE** comply with the **Cisco device standard**;
  - (iii) the **service** is configured and operated in accordance with the **documentation** and **our** reasonable instructions;
- 5.1.2 **You** have sufficient geographic numbers and **IVR ports** to meet **your** needs;
- (i) the **service** is only used in accordance with the documentation and the **use policy**, as notified to **you** from time to time.
  - (ii) that all upgrades, bug fixes, patches and other corrections relating to the **service** that **we** make available from time to time are **correctly installed**.
- 5.1.3 **You** further agree:

## Special terms

- (i) to provide at **your** cost all devices and other equipment necessary to use or gain access to the **service**.
  - (ii) to provide any equipment or any third-party licences required to be used or integrated with the **service** in accordance with **our** reasonable instructions.
  - (iv) to install and configure all devices (unless **we** have agreed to install or configure a **device** as part of any **professional service**).
- 5.2 Except as otherwise expressly permitted under this **agreement**, **you** shall not, and shall procure that **your personnel** will not:
  - 5.2.1 modify the **service** without **our** prior written consent;
  - 5.2.2 change any API configured by **us** as part of a **Cisco professional service**;
  - 5.2.3 use the **service** for any unlawful purpose or for the promotion of illegal activities;
  - 5.2.4 use or permit the **service** to be used to generate artificially high voice or data traffic or to commit fraud or toll fraud.
- 5.3 **You** shall comply with the safeguarding requirements and use restrictions relevant to security and fraud prevention as described in the **documentation** and **use policy** (such as, without limitation, setting robust password combinations, password management and disclosure restrictions, and not taking any action or making an omission that would reasonably be expected to disrupt or compromise the integrity or security of the **service** or the **Cisco system**).
- 5.4 **You** will remain responsible for **your** compliance with any industry standards, codes of practice and **applicable** laws and regulations that apply to **your** use of the **service**.
- 5.5 **You** shall remain the owner of **your** content. **You** acknowledge and agree that:
  - 5.5.1 **our** role and the role of **Cisco** or the affiliates of either with respect to content, if any, shall be that of a passive conduit, and
  - 5.5.2 neither **us** or **Cisco** or any affiliate shall be responsible for or have any involvement in determining or creating such content or determining the recipients or destinations of any communications through the **service**.
  - 5.5.3 **you** hereby assign all rights, title and interest in feedback on any suggestion, improvement, enhancement, recommendation, correction, idea or other feedback directly related to the **service** provided directly through the **service** to **us** or **Cisco**, and **you** agree that **we** or **Cisco** shall be free to use, license, assign, exploit any ideas, concepts, know how or techniques contained therein for any purpose without restriction or compensation.
  - 5.5.4 no training material will be copied, downloaded, modified, distributed, sold, or deleted either in whole or in part, and is for **your** use only.

### 6. Our Rights and Responsibilities

6.1 **We** will make the **service** available to **you** during the term of the **agreement** and will support the **service** as set out in the applicable **service level agreement**.

6.2 **We** shall not be liable to **you** for any failure, delay or disruption of or to the **service** caused by:

6.2.1 any failure by **you** to comply with **your** obligations under paragraphs 0 or 5.2 of these **special terms**; or

(a) **your connectivity** or any **device**;

(b) **your providers** or their service.

6.3 Further to paragraph 6.2 above, **you** shall not be entitled to receive any **service credits** as a result of such failure, delay or disruption. **Our** exclusion of liability under paragraph 6.2 shall be without prejudice to any **service credits** **you** may be entitled to receive under the applicable **special terms** or **service level agreement** for any **connectivity** **we** have agreed to provide under a separate agreement.

6.4 **We** do not make any representations, whether express or implied, about whether the **service** will operate in combination with any **CPE** or other equipment, software or service whether provided by **you**, a provider or otherwise.

6.5 **We** will not change the **service** in any way that materially reduces its overall functionality or security (based on customary usage in the UK Territory), except with **your** prior written approval. **We** may make changes to the **service** or upgrade the **service**, provided that **we** shall use reasonable efforts to give **you** 30

calendar days' notice or, where this is not feasible due to regulatory or legal requirements, as much notice as possible of any such change or upgrade. **You** will not have a right to terminate the **agreement** where **we** make a change in accordance with this paragraph 6.5 other than in the event that **we** determine that the change is not to **your** exclusive benefit.

6.6 In addition to our other rights and remedies under the **agreement**, **we** may suspend the provision of the **service** whether in whole or in part where:

6.6.1 (i) **we** reasonably determine that such suspension is necessary to avoid actual or likely harm or damage to, or liability for, **us**, **Cisco** or **you**;

6.6.2 (ii) **you** have materially breached the **agreement**; and/or such **service** is being used in breach of the **use policy** or, as an alternative, **we** may place reasonable limitations or restrictions on the use of such **service**.

6.7 **We** may apply an outbound calling bar on any part of the **service** if **we** suspect the **service** is being used for any unauthorised, fraudulent, illegal or suspicious purpose.

6.8 **We** may apply an inbound calling bar on any part of the **service** if **your** usage exceeds the capacity purchased in relation to that part of the **service**.

6.9 None of the foregoing actions by **us** shall relieve **you** of any of **your** obligations under the **agreement**, except that **you** shall not be liable for any fees for any suspended **service** for the period of such suspension if it was not due to, or is not a result of, **your** breach of the **agreement**.

- 6.10 **We** or, as applicable **Cisco**, **our** suppliers or licensors, shall retain, and remain the exclusive owner of, all right (including IP Rights), title, and interest in and to: (i) the **service** and any other software-as-a-service services offered by **us**; (ii) any software or other technology therein or related thereto; and (iii) any documentation or any literature provided.
- (including without limitation via third-party integrations, other features that interoperate with third-party offerings, or local or external download),

## 7. Provision of Service

### 7.1 Limitations

- 7.1.1 **You** acknowledge and agree that:
- (i) The **service** will not be uninterrupted, error-free, or available one-hundred percent (100%) of the time (e.g., it may be unavailable during periods of **scheduled downtime** or **unscheduled downtime** and communications may not always be delivered to their intended destination or without loss of data),
  - (ii) a single log-in is provided for each **knowledge worker**; and, except with respect to conference and other extensions specifically designed for conference or multi-party use, such log-in and extension is provided solely for use by a single **user**,
  - (iii) data transmitted or stored through the **service** may be exported by the **user** in a variety of ways

- 7.2 **We** shall not be responsible for any such exported data or any loss of such data, and the **service** is not intended to be used and should not be used as back up or long term storage of data. Use of **Cisco** mobile applications may utilise underlying third-party cellular and/or data services and thus may use such services' allotted units and/or result in usage or other third-party charges associated with such third-party services.

- 7.3 **Your** relationship and dealings (including without limitation any collection or use of data) with providers of third party services that interoperate with the services but are not provided by **us** (e.g., third-party applications for which service integrations are available) or that are used in connection with the services (e.g., broadband, MPLS, and equipment leasing services) shall in each case, and where relevant, be governed by **your** agreement with the applicable provider and shall be outside the scope of the these **special terms** and the **agreement**, except that **we** shall use commercially reasonable efforts to maintain any API that interfaces with such third party services. **We** will use reasonable efforts to give **you** 30 **calendar** days' notice or, where this is not feasible due to regulatory or legal requirements, as much notice as is reasonably possible before making any change to such APIs.

- 7.4 **You** will not:

- 7.4.1 have a right to terminate the **agreement** where **we** make a change in accordance with this paragraph 7.4.1 other than

in the event that **we** determine that the change is not to **your** exclusive benefit. However, in no event shall **we** be liable or responsible:

- (i) under any such agreement or for any act or omission of any provider or any operation of its offering (e.g., any accessing, modification, or deletion of data), regardless of whether **we** endorse or designates any such offering as “certified,” “approved,” “recommended,” etc.,
- (ii) for supporting any such **third-party** offering, or
- (iii) for ensuring the **third-party** service provider maintains the continued availability or operation of any such offering or any service integrations or other features designed to interoperate with such offering, and any integrations or features may be discontinued at any time.

7.5 **We** may sub-contract **our** obligations in respect of the **service** provided that any such sub-contracting shall not release **us** from **our** obligations under these **special terms**.

## 8. Approach to the site and your apparatus

8.1. **Your** obligations under clause 8.1 of **our standard terms and conditions**, which relate to access to sites, premises and land, include an obligation

for **you** to give **us** any information and access to **your apparatus** if we need this in order to provide the **service** to you.

8.2. If **you** do not promptly tell **us** about any changes to certain information (including names, telephone numbers and addresses), **we** will not be able to provide, or continue to provide, certain services.

8.3. If **you** do not meet **your** obligations under the **agreement**, this may result in a delay to the service start date and **we** may not be able to provide the **service**.

## 9. Using the Service

9.1 In addition to clause 11 of **our standard terms and conditions**, the following also apply.

9.1.1 **You** and **your** group company (if any) must use the **service** in line with the agreement and any reasonable instructions which **we** or **our** licensors give **you** from time to time.

9.1.2 **You** agree not to use the **service** or the software for any unlawful purpose, and **you** agree not to allow others to do so.

9.1.3 **You** must not alter, redistribute or copy the **service** or software or allow anyone else to do so.

9.1.4 **You** must co-operate with **our** or **our** licensor's reasonable requests for information about **your** use of the service, and provide such information as soon as possible.

9.1.5 **You** may make configurations using **our** portal. If **you** make any configurations, they may have a negative effect on the service. **We** are not liable for any such effects or the service



suffering as a result of configurations.

- 9.1.6 If **you** ask **us** to restore or repair the service or to reverse configurations **you** have made, **we** may charge **you** a fee at **our** standard rates at the time.

- 9.2 In addition to clause 11 of **our standard terms and conditions**, the following also apply.

- 9.2.1 Clause 5 of our **standard terms and conditions** shall not apply to these **special terms** and shall be superseded with the following provisions:

- (i) **We** will carry out the **acceptance tests** at **primary site** to make sure that the service is ready for use. If the **service** is not ready for use, **we** will carry out any necessary action and repeat the acceptance tests.
- (ii) If **you** want **us** to carry out **acceptance tests** at sites other than the **primary site**, that work will be treated as **professional services** and it must be included in the statement of work. **You** must pay **professional services charges** for acceptance tests at those other sites.
- (iii) **Acceptance tests** will be treated as successful when we confirm that the service is available from your site.
- (iv) You agree that **we** may use **our** own equipment rather than **your** apparatus for

**acceptance tests**. **We** do not accept any responsibility for the service not being available on **your** site due to any breakdown or failure in **your** apparatus or **your** apparatus being incompatible with the **service**.

## 10. Service Start Date and Paying for the Service

- 10.1 After the **start date** the **service** will be provisioned, a **tenant** administration account will be created for **you**. **Your** designated administrator will receive e-mail instructions and credentials necessary to access the **service**, assign lines and/or seats to individual users, and otherwise enable **you** to access and use the **service**. For the avoidance of doubt, the **start date** is as provided in clause 1.3 of **our standard terms and conditions**, while the date the tenant administration account is created is the **service start date**. The **service start date** typically commences on or shortly after the **start date**.
- 10.2 **We** may activate the **service** and start billing **you** for the **service** before any **connectivity** is available, any **Cisco professional service** begins or any port is complete.
- 10.3 You acknowledge that the **service start date(s)** may differ for individual elements of the **service** and **we** shall be entitled to commence charging for any element of the **service** (or any part of it) from the **service start date** for such element (or part of it).
- 10.4 Each **subscription** will be subject to its own **minimum period** commencing on its respective **service start date**. **You** shall keep in place the **service** and each

**subscription** until the expiry of the last **minimum period**. If any **minimum period** is not met, **you** must pay the **cancellation charges** in accordance with **our standard terms and conditions**. After the expiry of the last **minimum period** the **service** (and all **subscriptions**) will continue on a month to month basis until **you** or **we** terminate the **service** by serving one-month's prior notice, or otherwise in accordance with our **standard terms and conditions**.

10.5 **Call Charges:** **you** shall pay all invoiced **call charges** howsoever they arise. **We** can increase or make new **call charges** by giving **you** 30 days' notice in writing.

10.6 **We** may start invoicing **you** at any time for the monthly recurring charges (including **rental and call charges**) from the **service start date**. **Rental** charges will be invoiced monthly in arrears and **call charges** will be invoiced monthly in arrears.

## 11. Charges

11.1 **CPE charges** are as set out in the quotation in pounds sterling referred to in the **order form** (or as otherwise agreed in writing) unless the exchange rate between US dollars and pound sterling on the date **we** pay our supplier in US dollars has changed for the worse by more than 5% compared to the Bank of England exchange rate **we** used for calculating the **CPE charges**. In that case **we** may increase the **CPE charges** in the quotation by an extra amount that is worked out by multiplying the excess over that 5% by the **CPE charges** set out in the quotation.

11.1.1 The **professional services charges** will be as shown in the statement of work referred to in the **order form**.

11.1.2 The rental amount for each **subscription** is based on the number and category of users and the number of un-associated **CPE** that have access to the **service**. The number of **CPE** per user is limited to a maximum set out in the **Documentation**.

11.1.3 The total monthly rental amount for the **service** will be:

- (i) the basic amount of monthly rental **we** work out as the rental tariff per **subscription** (by category) multiplied by the number of such **subscriptions** as set out in the **order form**; plus
- (ii) in any month where the number of users or un-associated **CPE** **we** have recorded is higher than the number included in the monthly rental amount for the **subscriptions**, extra rental for that month's **subscriptions** to cover the extra number of users and un-associated **CPE**. **We** will work out that extra rental amount using the rental tariff per **subscription** (by category) set out in the **order form**. If no rental tariff is set out in the **order form** for the relevant **subscription** category, **we** will work out the extra rental in line with our standard rental for that category at the time.

11.1.4 **We** will invoice you for the total rental under clause 11.1.3 monthly in arrears.

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- 11.2 If **you** use **our portal** to cancel a **subscription**, **we** will not charge **you** rental for that **subscription** from the start of the month after the month **you** cancel the **subscription**, as long as this does not bring the total monthly rental below **the minimum rental charge**.
- 11.3 **We** will use reasonable efforts to make sure that any extra rental **we** charge **you** under clause 11.1.3(ii) above is included on **our** invoices for the basic monthly rental amount under clause 11.1.3(ii)11.1.3(ii). However, **we** may issue invoices for extra rental one or more months after the month it relates to.
- 11.4 **You** agree that the total monthly rental **you** have to pay for any month will not be less than the **minimum rental charge**.
- 11.5 **You** may cancel all or any part of the service or an order for **CPE** or ask **us** to reschedule any **professional services**. If **you** do so **you** may have to pay **us** **cancellation charges**. The **cancellation charges** you have to pay under the **agreement** are equal to:
- 11.5.1 an amount worked out in line with clause 9.17.1 of **our standard terms and conditions**, based on the **minimum rental charge** (and excluding any extra rental amounts under clause 11.1.3(i); and
  - 11.5.2 any further applicable amounts under clauses 11.5.311.5.3 and 11.5.4 below.
  - 11.5.3 If **you** cancel an order for **CPE** under clause 20.1 the cancellation charges will be 100% of the **CPE charges** (or 10% of the **CPE charges** if **we** can cancel **our** order with **our CPE** supplier free of charge, which **we** will use reasonable efforts to do).
- 11.5.4 If **you** cancel or ask **us** to reschedule any **professional services** under clause 20.4 **our cancellation charges** will depend on the length of notice **you** have given **us** of the cancellation or rescheduling and the **professional services charges** for the **professional services** being cancelled or rescheduled.
- 11.6 **You** must pay **our** invoice for any **cancellation charges** in line with clause 9 of **our standard terms and conditions**.
- 11.7 **We** work with **Cisco** to provide **you** with a right to use the **Cisco SaaS Service**. Any processing of personal data (as defined in the **Cisco data processing agreement**) in connection with or arising from **Cisco's** provision or management of the **Cisco SaaS Service** is subject to the terms of the **Cisco data processing agreement**.
- 11.8 **You** will hold **us** harmless against any loss or claim arising out of or in connection with any failure by **Cisco** to comply with the **Cisco data processing agreement** and **you** agree that **you** will submit any claims arising under the **Cisco data processing agreement** directly against **Cisco**.
- 11.9 **You** acknowledge that if **you** end the **Cisco data processing agreement** **we** may cancel the **service** and **you** must pay the **cancellation charge**.
- 11.10 To the extent **we** process any **personal data** in connection with the **service**, clause 25 (Data Protection) of **our standard terms and conditions** will apply.

## 12. Warranty, Liability and Indemnities

- 12.1 **You** warrant that all account, and registration information (including without limitation **your** legal name, registered number and payment information, **your** or **your** agents contact information, and any **personal data** included within such information), is accurate and up to date.
- 12.2 It is **your** responsibility in all circumstances to determine the suitability, quality and lawfulness of accessing, viewing or downloading any material from the internet using the **service**.
- 12.3 You shall
- 12.3.1 defend **us**, our **affiliates** and **Cisco** (collectively, the “**indemnified parties**”) from and against any **indemnified customer claim** threatened or brought against any **indemnified party** by any third party and
  - 12.3.2 indemnify and hold harmless the **indemnified parties** against any and all losses payable by any of them pursuant to the adjudication or settlement of any such **indemnified customer claim** or as otherwise incurred.
- 12.4 The intellectual property indemnity under clause 12.5 **of our standard terms and conditions**) applies to the Service to the extent your use of the service (as permitted under the agreement) infringes any patent, trademark, or copyright enforceable under the laws of a territory or the member states of the European Union, but not otherwise. Where any claim under the indemnity relates to intellectual property owned by or licensed to Cisco or its affiliates, **we**

may at our sole discretion, give Cisco authority to defend that element of the claim.

## 13. Software License

- 13.1 In addition to clause 12 of **our standard terms and conditions**, the following also apply.
- 13.2 **You** may access and use the **software** only to receive the **service** for your own internal business purposes. **You** must not resell the **service**.
- 13.3 **You** may install the **software** on endpoints only for using the **service**.
- 13.4 **You** may associate a user to more than one endpoint.
- 13.5 **You** must keep to, and make sure all users keep to, the **licence terms**, including any restriction on using, copying, decompiling, selling on or transferring the **software**.
- 13.6 **You** must make sure that you get and maintain all licences, permits and approvals that **you** need in order to receive the **service**.
- 13.7 Even if any part of the **agreement** or any other document or contract says otherwise, **we** may end your **licence** for the **software** in line with the **licence terms**.
- 13.8 The **licences** granted to **you** for any **software**, and all related documents, are also governed by the laws on exporting software programs and related documents, including those of the United States of America, the United Kingdom and the European Union. **You** must keep to all such laws.
- 13.9 **You** must:
- 13.9.1 use the **software** only for the purpose of the service and for **your** own benefit; and
  - 13.9.2 always take reasonable precautions to protect any apparatus, equipment,

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hardware which software is loaded on from unauthorised use.

13.10 **You** must not do the following or allow anyone else to do so.

13.10.1 Copy, alter, modify, adapt, translate, create work derived from, distribute, rent, lease, sub- license, assign, transmit, sell all or part of the **software**, any media the **software** is loaded on or any related documents, or allow anyone else to do so;

13.10.2 Unless expressly allowed by law, not do (or try to do) anything which would result in **you** understanding, at a technical level, how the **software** works. This means **you** cannot do anything which may constitute decompiling, disassembling or reverse engineering. It also means **you** cannot do anything which would result in **you** getting the source code for the **software**, or the algorithms or ideas in, or structure or organisation of, the **software**;

13.10.3 Avoid, defeat, bypass, remove or deactivate any security measures included in the **software** (or try to do any of these things), including those that restrict its functions;

13.10.4 Use the **service** or **software** in dangerous environments where a failure could lead to death, personal injury or severe physical or environmental damage, or damage to property;

13.10.5 Create any security interest over or in connection with the **software**.

13.10.6 Separate the components of the **software** by installing them on different servers, or by upgrading or downloading them at different times;

13.10.7 Remove, alter, cover or obscure any trademarks, trade names, service marks, logos or brands, copyright notices, patent numbers (or any other statements or symbols of ownership) from the **software**, any media the **software** is loaded on, any related documents (including any copies allowed to be made of them) or packaging.

13.11 If **you** provide **us** or **our** licensors with any of **your** materials under or in connection with the **agreement**, **you** must indemnify (fully compensate) **us** on the terms of clause 12.10 of our **standard terms and conditions** for **us** or **our** licensors using your materials for the purpose you provided them for. The indemnity in this clause 13.11 is in addition to the indemnity you give under clause 12.10 of **our standard terms and conditions**. Clause 15.4 of **our standard terms and conditions** applies to this indemnity.

13.12 Without affecting the general limits and exclusions of liability in clause 15 of **our standard terms and conditions**, our liability to **you** in respect of any intellectual property claim against **you** relating to the **service**, **CPE** or the **software** (whether under the indemnity in clause 12 of **our standard terms and conditions** or otherwise) is limited to any amounts **we** have recovered, in respect of an intellectual property claim against **you**, from our licensor of the relevant **service** or **software** that **we** use to provide the **service** or **software** to **you**, and to any amounts we have



recovered from the manufacturer of the **CPE** in respect of the intellectual property claim against **you**.

- 13.13 On behalf of yourself and any relevant user, **you** grant **us** a non-exclusive licence (with a right to grant sub-licences) to use **your** materials only to the extent and for the period necessary for **us** or our licensors to perform **our** or their obligations under the **agreement**. That licence ends when the agreement ends. **We** will use commercially reasonable efforts to make sure that **our** licensors keep to any reasonable brand or similar usage guidelines for **your** materials that **you** have given **us** in writing.

## 14. Security

- 14.1 You agree to take all reasonable steps (including using the latest commercially available virus detection software) to make sure that any software you or any user uses with the service is not infected by viruses, logic bombs, worms, trojan horses or any other type of disruptive, destructive or nuisance programs.
- 14.2. If **you** are aware of, or become aware of, any matter which **you** know (or should reasonably be expected to know) is or could be a threat to the security of the **service**, **you** must let **us** know immediately:
- 14.2.1 by phoning the customer support number set out in the user documentation (or any other number **we** may give **you**); or
  - 14.2.2 through any other fault reporting facility **we** provide.

### Stable Firmware Support Only

- 14.3. **We** are only able to provide services and service levels for devices that run stable firmware or a limited list of stable candidate firmware release. If **you** update devices to other types of

firmware releases (alpha pre-release, beta release or stable release candidate) services and service levels will not be valid. Devices will be restored to stable firmware release during incident support.

- 14.4. The limited list of stable candidate firmware releases are available on the **Cisco software stores**.
- 14.5. **You** are not permitted to use beta or evaluation software (evaluation software and services) after the relevant evaluation period even if **you** find that such evaluation software and services work better on any device in production.

## 15. Public Switched Telephone Network

- 15.1 **Emergency calls** can be made, free of charge, if the **Cisco SaaS Service** is fully operational and if accessed from within the **UK territory**.
- 15.2 If you use the **Cisco SaaS Service** outside the **UK territory** **you** will not be able to make an **emergency call** in such location, or such calls may be routed to an incorrect answering point.
- 15.3 If there is an outage affecting the **Cisco SaaS Service** for any reason (such as electrical outages and broadband service outages) the outage may prevent access to emergency number dialling.
- 15.4 **You** are responsible for registering the primary physical location where the **Cisco SaaS Service** will be used, and **you** must promptly notify **us** of any changes. If **you** do not notify **us** of changes it may or may not be possible for emergency operators and authorities to identify the location and phone number when an **emergency call** is made. Extension information may not be provided to emergency services, only location information of the primary location.

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- 15.5 If an emergency number is dialled, **you** or **your** users will need to state the location and phone number promptly and clearly, as emergency operators and authorities may not have this information. The emergency operator may ask for specific information to correctly transfer the call to a local emergency services department such as police, fire brigade, rescue, coastguard, etc.
- 15.6 Emergency operators and authorities may or may not be able to identify the phone number in order to call the caller back if the call is unable to be completed, is dropped or disconnected, or if the caller is unable to speak to tell them the phone number and/or if the **Cisco SaaS Service** is not operational for any reason. Emergency operators and authorities may also not be able to hold the line open in the event the caller hangs up.
- 15.7 You shall inform all users of the **Cisco SaaS Service** of the above limitations and shall provide all users with an alternative means of accessing emergency services other than through the **Cisco SaaS Service**.
- 15.8 For clarity, the **Cisco Webex Contact Centre** is an 'over-the-top' call-routing software solution that is integrated with, and is dependent upon, **your** underlying telephony system (whether separately provided by us or a **third-party** telephony provider). As such, calls to emergency services cannot be made within the service application and **you** need to ensure that calls to the emergency services are secured through your provider supplying underlying telephony (if not provided by us).
- 15.9 The **CLI address** must be:
- (a) the most geographically relevant address for identifying the location of any call to the emergency services is made from; and
  - (b) not a post office box or similar address.
- 15.10 **You** must tell **us** immediately if the **CLI address** needs to be changed in order for you to meet the requirements of this clause 15.
- 15.11 **You** understand that:
- i) the site address that will be available to the emergency services operator when an emergency call is made from **CPE** will be the **CLI address**; and
  - ii) the emergency services operator will be made aware that the **CLI address** for that endpoint is not a reliable indicator of the geographical address of the person making the **emergency call**.
- ## 16. Number Usage & Geographic Number Porting (Excluding Third Party SaaS Service)
- 16.1 Where **you** wish to port **your** geographic number(s) from another provider (the "**donor provider**") to **us**, **you** will:
- 16.1.1 authorise **us** to have the geographic number(s) from the **donor provider's** lines listed in the **order form** routed by **us** instead of the **donor provider**; and
  - 16.1.2 forward appropriate details of **your** porting application for the **service** to us.
  - 16.1.3 receive advance notification of the change of service from the **donor provider** to us.
- Our** ability to provide the **service** is subject to the **donor provider** porting the geographic numbers.

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- 16.2 Unless otherwise stipulated under **applicable law**, the one working day time period for porting commences from the agreed date of port. We shall agree the date of port with **you** and (where **you** wish to port **your** telephone number to **us**) any **donor provider**, following completion of all the porting activation requirements in clause 16.1.
- 16.3 Following the agreement of a date of port, **we** (or **Cisco**) shall send a notification informing **you** such date. If having notified **you** of the date of port there is a subsequent delay in the porting activation requirements, **we** will notify **you** of the new date.
- 16.4 If the port is not completed within one working day of the confirmed date of port due wholly to **our** acts or omissions, **you** shall be entitled to claim compensation from the second working day after the confirmed date of port up until the date the port is completed. Any compensation awarded shall be in full and final settlement of any claim in respect of the delay. Compensation is calculated by multiplying the monthly recurring **rental** charge relevant to such number by 12, dividing by 365 and multiplying by the number of days delayed until porting is complete. Payment of any compensation shall be by credit against the next invoice for such number.
- 16.5 Unless otherwise stipulated under **applicable law**, any change to the date of port due to the porting activation requirements not being completed shall not constitute a delay or abuse in porting and shall not give rise to a claim for compensation. **We** shall also not be liable for any actions or omissions of any third party (including **donor providers**) where such act or omission was not directly caused by **us**.
- 16.6 Except where number porting is required due to **you** terminating the **service** or the **agreement** due to **our** default, **we** may charge a reasonable administration fee per number ported or attempted to be ported if and to the extent permitted by **applicable law**, and such fee shall be as instructed following receipt of an **order form**.
- 16.7 All **presentation numbers**:
- 16.7.1 must be authentic numbers;
- 16.7.2 must be able to be dialled or have been received from the public electronic communications network and passed on unchanged;
- 16.7.3 must not be premium-rate numbers, revenue share numbers (except for those **we** authorise in writing), international, or emergency services numbers; and
- 16.7.4 must be supported by an underlying **network number**.
- 16.8 Any **presentation numbers** to be presented on **our** communications network must be agreed by **you** and **us** in writing.
- 16.9 If a **presentation number** is allocated to a third party, **you** must get the third party's permission before presenting it on the outbound call.
- 16.10 **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**. Clause 15.4 of **our standard terms and conditions** does not apply to this clause 16.10.
- 16.11 **You** accept that some networks will not recognise a **presentation number**.
- 16.12 **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.
- 16.13 **You** must not use predictive diallers (equipment or software which

automatically calls a list of phone numbers) or similar technologies with the service unless we have agreed to this in writing.

### 17. Ending the Agreement

- 17.1 Unless otherwise expressly agreed by **us** in writing, **you** shall not be entitled to terminate the **agreement** in relation to part only of the **service(s)**.
- 17.2 In addition to clause 17 of **our standard terms and conditions**, the following also apply:
- 17.3 **We** may end the **agreement** immediately, by giving **you** written notice if **you** have not kept to the **licence terms**.
- 17.4 When the **agreement** ends, **you** must stop using the **software** and the **service**. **You** must also, within 21 days of the **agreement** ending, return or destroy any confidential information and **software you** have in **your** possession or under **your** control. If **we** ask you to, **you** must certify that the confidential information and **software** has been returned or destroyed.
- 17.5 If **you** want to continue using any **software** after the **agreement** ends, **you** must get a valid licence to do so from **Cisco**. Use without a valid licence is forbidden.
- 17.6 If, **you** cancel the **service**, we will charge **cancellation charges** as well as the amounts set out in clause 9.17 of **our standard terms and conditions**. You will also have to pay **cancellation charges** under clause 17.4, 17.6 or 21.2 of **our standard terms and conditions**. The **cancellation charges** will include an amount equal to the total charges for the features set out in the order form for the remainder of the **minimum period**, less the feature charges **you** have already paid.

- 17.7 **You** may cancel or reschedule the **professional services** under the statement of work at any time, whether before **we** provide them or when **we** are providing them. **We** have the right to invoice **you** in line with clause 22.2 **our standard terms and conditions** for **cancellation charges** relating to the cancellation or rescheduling.

### 18. Cisco Enterprise Agreement

- 18.1 **You** acknowledge that all the terms set out in the **order form** will apply for any **technology package** that is subject to a **CEA technology package**.
- 18.2 The **order form** shall set out:
- 18.2.1 the type and number of licences that forms part of the **CEA technology package (initial licences)**;
- 18.2.2 the underlying subscription charge, being a fixed sum per licence set out the **order form**; and
- 18.2.3 the charges applicable for the **initial licences**, set out in GBP and calculated by multiplying the number of licences by underlying subscription charge.
- 18.3 **We** shall notify **Cisco** of the **initial licences** attributed to **your EA workspace account**. **You** acknowledge that the **EA workspace account** shall be operated and provided directly by **Cisco**, subject to the terms of the **EA workspace account** entered into directly between **you** and **Cisco**. **We** shall have no responsibility for the **EA workspace account** and shall not be liable for any delay or interruption to the **Cisco SaaS Services** caused or resulting from any delay by **Cisco** in



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- provisioning or activating the **CEA technology package** to **your EA workspace account**.
- 18.4 **You** also acknowledge that if it is required to purchase any additional **CEA technology package** from **us** in addition to the **initial licences**, **you** shall:
- 18.4.1 either (i) sign a new **order form** pursuant to these **special terms**, or (ii) enter into a contract amendment form varying the **order form** for any additional licences, such variation to be entered into between the parties and in accordance with the terms of the **agreement** and
- 18.4.2 not purchase any additional licences directly from **Cisco** or any third party, notwithstanding any technical methods **Cisco** may provide as part of **your EA workspace account**.
- 18.5 You acknowledge and agree that in no event shall the total number of **CEA technology packages** purchased under an **order form** (being the total of the **initial licences** and all additional licences purchased pursuant to **order form**) exceed 150% of the value of the initial **order form**, including any optional extensions.
- 18.6 If **you** purchase any licenses from any other third party with the intention that they form part of the **order form** in contravention of paragraph 18.4.2 above, then:
- 18.6.1 **You** shall enter into a contract amendment form varying the **order form** with **us** as soon as reasonably practicable after the purchase date of the additional licenses;
- 18.6.2 until such time as a contract amendment form is entered into between the parties, **we** shall have no liability to **you** in respect of such additional licenses under the **agreement**; and
- 18.6.3 **you** shall be liable for and hold **us** harmless on demand against, all charges payable in respect of any additional licenses with effect from the date such licence is made available to **you**.
- 18.7 Nothing in this **special terms** shall or shall be deemed a prohibition on **you** purchasing any **technology package** (including any **CEA technology package**) as a separate order, or under these **special terms**.
- 18.8 Any additional licences purchased by the **you** under an **order form** or contract amendment form (including any **Cisco provisioned licences** that subsequently form part of the **agreement**) shall be subject to the adjusted licence charges.
- 18.9 The adjusted licence charges is where the number of additional licences purchased is:
- 18.9.1 up to but not exceeding a maximum of twenty percent (20%) of the number of **initial licences** (such that the total number of **CEA technology package** purchased by you under the **agreement** including any variations thereto, total 120% of the **initial licences** or less) and after the first six (6) month period from the **service start date**, The applicable adjusted licence charges shall be payable with effect from the next anniversary of the **service start date** immediately following the date of the relevant



contract amendment form;  
and/or

18.9.2 either:

- (i) above 20% of the number of **initial licences** but less than or equal to a maximum of 50% of the value of the order form, including any optional additional licences; and/or
- (ii) for any additional licences within the first six (6) month period beginning on the **start date** of the order form;
- (iii) the applicable additional licence charges shall be payable with effect from the date of the relevant contract amendment.

18.10 Any additional licences provided pursuant to a contract amendment shall be subject to the terms and conditions of the **agreement**, including these **special terms**.

18.11 **You** warrants, represent and undertake that **you** have an active and valid **EA workspace account** at the **service start date**, and shall maintain such **EA workspace account** for the duration of the term of the applicable **order form**. **We** shall have no liability to **you** under the **agreement** for any interruption, delay, suspension, termination or interference to any **CEA technology package** caused by, as a result of or in connection with **your** failure to maintain an active and valid **EA workspace account** during the term of the **agreement**.

## 19. Renewing the Agreement

19.1. **You** must notify **us** of your intention to continue with the **service** and enter into a re-sign contract with **us** a minimum of 100 days before the expiry or termination of the **agreement** to avoid being disconnected from the **service**.

19.2. In relation to **customer infrastructure**:

19.2.1. to purchased equipment in our standard terms and conditions do not apply in this agreement;

19.2.2. **You** are responsible for providing all **customer infrastructure** that is needed for **you** to use the **service** properly; and

19.2.3. The parts of clauses 4.1, 4.3 and 4.7 of **our standard terms and condition** that relate to any **survey** do not apply.

19.3. Our ability to provide the **service** relies greatly on the suitability of the **customer infrastructure**. **You**:

19.3.1. must have had a survey of these carried out before the date of this **agreement** to confirm the suitability; and agree that a survey will be carried out if one hasn't taken place.

19.3.2. confirm that any shortcomings found by a survey were eliminated before the **service** was installed.

19.4. **We** will not be liable to **you** if **we** fail to provide the **service** in line with this **agreement** if that failure is due to the **customer infrastructure** not being suitable and no survey was carried out before the date of this **agreement**, and if any shortcomings would normally have been found if a survey had been carried out.

19.5. **You** agree that during the term of the **agreement**, **you** will not change the **customer infrastructure** in a way that makes the results of any survey

## Special terms

carried out invalid or makes it unsuitable for the **service**.

- 19.6. From the **service start date** and then for the remaining term of the **agreement you** must, at **your** own expense, have in place full and continuous **connectivity** or **internet connectivity** which:

- 19.6.1. **we** consider to be suitable;
  - 19.6.2. has sufficient bandwidth and resilience as specified by **us**; and
  - 19.6.3. has 'Class of Service configuration' as specified by **us**; for **us** to be able to provide the **service**.
- 19.7. If there is any failure or delay in providing the service as set out in clause 8.3 above, and this is related to connectivity or internet connectivity, and those **connectivity** or **internet connectivity** issues are not directly caused by **us**; and continue for a period of 90 days or more from the **customer promise date** or the date the **acceptance tests** were successfully completed (whichever is later); **we** have the right to end the **agreement**. In this case **you** will have to pay **cancellation charges** under clause 9.17.2 of **our standard terms and conditions**.

## 20. CPE

- 20.1. If **we** agree to provide **you** with **CPE** it will be as **purchased equipment**, the quantity and description of the **CPE** will be as set out in **our** quotation and (where relevant) the **data sheet**. No other descriptions of **purchased equipment** will apply
- 20.2. All samples, materials and advertising issued or published by **us** and any descriptions or illustrations contained in **our** catalogues or brochures are issued or published only to give an approximate idea of the **CPE** and do not form part of the **agreement**. This is not a sale by sample.
- 20.3. Any delivery date **we** give **you** for the **CPE** is an estimate only. **We** have no liability for failing to meet that estimated delivery date.
- 20.4. Unless any part of the agreement states otherwise, the **CPE charges** include delivering the **CPE** to the relevant site in the United Kingdom, but do not include installing it.
- 20.5. In addition to **your** rights under clause 17.4 of **our standard terms and conditions**, **you** may cancel **your** order for the **CPE** by giving us written notice before the **customer delivery date**. However, **you** must pay **us** any cancellation charges that apply.
- 20.6. **Our** record of the quantity of any shipment of **CPE** despatched from **our** place of business will be conclusive proof of the quantity **you** receive on delivery unless **you** can provide conclusive proof to the contrary.
- 20.7. **We** will not be liable for any **CPE** not being delivered to the site (even if this is a result of **our** negligence) unless **you** give **us** written notice of the non-delivery within seven days of the date the **CPE** would normally have been delivered.
- 20.8. Any liability **we** have for not delivering the **CPE** is limited to replacing the **CPE** within a reasonable time or issuing a credit note to be applied against the invoice for that **CPE**.
- 20.9. **You** are responsible for removing and disposing of all the **CPE's** packaging in a responsible and appropriate way.
- 20.10. **You** will be liable for loss of or damage to the **CPE** from the time it is delivered, except for loss or damage caused by **our** intentional actions or **our** negligence.
- 20.11. Ownership of the **CPE** will pass to **you** on the date of our invoice for the **CPE**.
- 20.12. All warranties, guarantees, conditions, representations, undertakings, terms and promises relating to the **CPE** are excluded to

the fullest extent allowed by law. The manufacturer's warranty documents will be included with the **CPE** when it is delivered, and **you** are responsible for keeping these documents in a secure place. None of **our** employees are authorised to make any warranty, representation or promise relating to the **CPE** unless it is in writing and signed by one of **our** authorised officers.

- 20.13. **You** are only entitled to the guarantee or warranty offered by the **CPE's** manufacturer to the extent **we** are able to pass it on to **you**. The manufacturer's standard product warranty is the only support available for any **CPE** under the **agreement**. **You** may return any defective **CPE** covered by the warranty by obtaining a return authorisation number from **us** and returning the **CPE** in suitable packaging to an address specified by **us**, in which case **we** shall replace the **CPE** at no charge and pay the reasonable associated shipping costs.
- 20.14. **You** are responsible for making sure the **CPE** is suitable for **your** needs, except where **we** have given **you** written advice on the suitability of the **CPE** and you have relied on that advice.
- 20.15. **We** may make minor changes to the specification of the **CPE** if they do not significantly change the **CPE's** performance.
- 20.16. If **we** are supplying **CPE**, **you** will be considered to have accepted it: on the date **you** confirm in writing that **you** accept it; or five working days after the **customer delivery date**; whichever is earlier.
- 20.17. **We** may invoice **you** for **CPE** from the date we ship the **CPE** to **you**.

## 21. Changing the Agreement or Service

- 21.1. Despite the provisions relating to notices in clause 22 (Cancelling part of the service) of our **standard terms and conditions**, we can give notice of changes to the **acceptable use policy** by putting the changes on **our website**. You should regularly check the up-to-date **acceptable use policy** on **our website**.
- 21.2. We will not be liable for failing to meet any published service levels except those set out in any service level agreement that applies.
- 21.3. Any dealings with third parties (including advertisers) included within or accessed through **our website** or the **service**, and any terms, conditions, assurances or guarantees associated with those dealings, are between you and the relevant third party. We will not be involved in those dealings or have any liability in connection with them. You are responsible for keeping to any acceptable use policy or terms and conditions relating to using linked sites.

# Cloud Communications Cisco Webex

## 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 the Cisco Webex Service 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.

In these SLA, words and terms mean the same as they do in our Standard Terms and Conditions and Special Terms unless this SLA gives a different meaning.

## Getting You up and running

When We've taken Your order and finished planning, We'll give you a Customer Promise Date (**CPD**).

If for some reason We let you down, We'll give You the opportunity to claim back Service Credits to make amends. It works like this:

| Threshold Missed    | Service Credit Scheme                  |
|---------------------|----------------------------------------|
| 1-5 Days past CPD   | 0% of monthly Rental for the Service   |
| 6-10 Days past CPD  | 2.5% of monthly Rental for the Service |
| 11-15 Days past CPD | 5% of monthly Rental for the Service   |
| >15 Days past CPD   | 7.5% of monthly Rental for the Service |

## Keeping You connected

Our Cisco Webex Service offers a monthly availability level as set out below. We work it out each month by taking the actual Service availability for that month and divide it by the total potential availability to give a percentage availability. Here's the formula We work out monthly Service availability like this:

$$\frac{(24\text{hrs} \times \text{days in month} - \text{Planned outage}) - \text{Outage Time hrs}}{24\text{hrs} \times \text{days in month}} \times 100\%$$

We pride ourselves on delivering high availability Service and so We've set ourselves an

availability target, below. Now you know the minimum level of service availability you can expect - and We've committed to it, in writing!

| Cisco Webex Service         | Target Availability |
|-----------------------------|---------------------|
| Standard Deployment         | 99.99%              |
| Webex Contact Centre        | 99.99%              |
| Webex Edge Connect          | 99.99%              |
| PSTN                        | 99.99%              |
| Webex Connect               | 99.50%              |
| Webex Experience Management | 99.99%              |

If we fail to achieve these Service Levels We'll give You the opportunity to claim back Service Credits as shown in the table below.

| Thresholds     | Service Credit Scheme                           |
|----------------|-------------------------------------------------|
| <99.99%-99.50% | 3.3% of monthly Rental for the affected Service |
| <99.50%-99.00% | 25% of monthly Rental for the affected Service  |
| <99.00%        | 100% of monthly Rental for the affected Service |

## Bringing You back online

If a problem arises, We'll aim to fix it within the times shown in the table below.



BUSINESS

# Service Level Agreement

| Fault Category | Target Restoration Time |
|----------------|-------------------------|
| P1 Fault       | 4 hours                 |
| P2 Fault       | 8 hours                 |
| P3 Fault       | 2 Working Days          |
| P4 Fault       | 5 Working Days          |

| Fault Category | Customer update Frequency                                        | Update Frequency Period |
|----------------|------------------------------------------------------------------|-------------------------|
| P1 Fault       | 1 hour                                                           | 24*7                    |
| P2 Fault       | 2 hours                                                          | 24*7                    |
| P3 Fault       | Provided through ticket updates as information becomes available | Working Hours           |
| P4 Fault       | Provided through ticket updates as information becomes available | Working Hours           |

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

If a problem isn't sorted within the times We promise, or something isn't delivered to the CPD schedule, then We escalate it as You can see from the tables below.

### Our Commitment to You

| Customer Promise Date                      |                            |
|--------------------------------------------|----------------------------|
| Technical Support Centre Personnel         | Days Following CPD Failure |
| Provisioning Manager                       | 0 days                     |
| Head of Provide                            | 3 days                     |
| Director of Customer Services & Operations | 5 days                     |

| 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.

**Days** means Monday to Friday excluding Bank and Public Holidays.

**Excused Outage** means any Fault caused by:

- (a) Your network, system or equipment, or any part of it; or
- (b) Your acts or omissions; or
- (c) Your number of Subscriptions as amended by You using the Portal exceeding by 15% or more the number of Subscriptions expressly set out in the Agreement; or
- (d) any Configurations effected by You; or
- (e) Unavailability of, or Your failure to have or maintain in place in accordance with the Agreement, the IPVPN Connectivity; or
- (f) Your breach of the Agreement; or
- (g) Your failure or delay in complying with Our reasonable instructions; or
- (h) any refusal to allow Us, Our employees, agents or subcontractors to enter into the relevant premises to diagnose or remedy any Fault; or
- (i) a force majeure event as set out in the Agreement; or
- (j) a Planned Outage; or
- (k) an act or omission of any third party which is beyond Our reasonable control.

For the avoidance of doubt, "**You**" and "**Your**" shall include Your employees, subcontractors and agents.

**Fault** means a P1 Fault, P2 Fault, P3 Fault or P4 Fault which has been reported to Us in



# Service Level Agreement

accordance with standard fault reporting procedures 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 was unavailable in the relevant month due to a P1 Fault or a P2 Fault.

**P1 Incident** means the service is unavailable with complete or major loss of service causing a critical impact to your business operations. immediate response to restore within SLA 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 Incident** 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 Incident** 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 Incident** 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 Service downtime:

- (a) scheduled by Us to carry out any preventative maintenance or upgrades to the Service; or
- (b) caused by any changes to the Services You request or authorise.

**Service Restoration** 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 Service Levels set out in the appropriate sections above.

**Service Levels** means the service levels set out in this SLA.

## Exclusions

### Service Delivery

We will not be liable to pay Service Credits for Service Delivery failure where such failure results from:

- (a) Your network, system or equipment, or any part of it; or
- (b) Your acts or omissions; or
- (c) Your breach of the Agreement; or
- (d) Your failure or delay in complying with Our reasonable instructions; or
- (e) any refusal to allow Us, Our employees, agents or subcontractors to enter into the relevant sites; or
- (f) a force majeure event as set out in the Agreement; or
- (g) Unavailability of, or Your failure to have or maintain in place in accordance with the Agreement, the IPVPN Connectivity; or
- (h) Your failure to obtain the necessary wayleaves.

### Service Availability

Unavailability of the Service as a result of any of the following events shall not count as Outage Time:

- (a) an Excused Outage; or
- (b) a Planned Outage.

### Service Restoration

Time spent in repairing a Fault or restoring the Service as a result of any of the following events will not be counted as part of restoration time when calculating Service Credits:

# Service Level Agreement

- (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.

The time taken to restore a Fault is measured from the time the Fault Report is recorded on Our fault management system until the time We notify You that Service has been restored or in the event that We are unable to contact You, the time recorded on Our Business fault management system that Service has been restored.

For P3 Faults and P4 Faults the time such Faults are treated as recorded by Us will be either the actual time (if reported between 09:00 to 17:30 on Working Days) or 09:00 on the first Working Day following (if reported outside those hours) whilst the time taken to restore P3 Faults and P4 Faults will be measured in Working Day time (within such hours).

## Elements

- (a) Calling plans
- (b) Customer PSTN (local Gateway)
- © Customer network issues (Wifi, WAN, Lan, Security)
- (d) DNS, Microsoft, Google, Domains
- (e) 3rd party integrations such as salesforce
- (f) Porting
- (g) Power Issues
- (h) Internet connectivity
- (i) API Portal
- (j) Reporting
- (k) Microsoft integrations (exchange, Azure AD
- (l) Google Integrations
- (m) 3rd party apps such as Salesforce
- (n) Call quality over the internet

- (o) Customer Devices (Mobile, Laptop, Tablets)

## General

If an on-site visit reveals that there is no fault with the Service or the Fault is an Excused Outage, We may charge You and You must pay Us an engineer call-out fee at Our standard charges at that time.

## 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 30 calendar days of each monthly period. 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 or failure in Service Delivery as applicable.

Notwithstanding any provisions in the Agreement to the contrary in no event shall the total amount of Service Credits payable to You in any calendar year for the affected Service exceed the total of the annual Rental for that affected Service nor shall the amount of Service Credits payable to You in any month exceed the total of that month's Rental for the affected 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;
- (a) date and time of the Planned Outage; and
- (b) 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

## Unplanned Outage

We may, from time to time, and without notice or liability to You suspend the Virgin Media O2 Contact Centre Service during any technical failure of the Virgin Media O2 Contact Centre Service, because of an emergency or upon instruction by emergency services or any government or appropriate authority or You or Users' own security.

We shall use reasonable endeavours to restore the Virgin Media O2 Contact Centre Service as reasonably practicable.

## 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 must identify to Us the individuals who shall have authority to report faults (**Authorised Individuals**). Any replacement Authorised Individuals must be notified to Us in writing.

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 the **professional services**), which may

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

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

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

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

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

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

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

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

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

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

# Standard terms and conditions

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

**group company** means, for the purposes of this **agreement**, a group undertaking (as that term is defined in sections 1161 and 1162 of the Companies Act 2006).

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

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

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

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

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

**model contract clauses** means the standard clauses approved by the European Union for use when **personal data** is transferred outside of the European Economic Area.

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

**order form** means our order form.

**our website** means [www.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.



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- 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



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- 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



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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 deliverables**; 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.



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### 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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