

Voom Fibre business broadband

Version 7.3

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

1. Definitions and interpreting this document

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

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

4G Back-up Service refers to the secondary internet connectivity provided to you via the **4G mobile network** when there is a complete loss of connectivity to your business broadband service between the cable modem and Cable Modem Termination System (CMTS) as explained in clause 22 of these **special terms**.

4G mobile network means the 4G mobile network used to supply the **4G Start-up Service** and **4G Back-up Service**.

4G Start-up Service refers to the interim internet connectivity provided to you via the **4G mobile network** before your business broadband service is installed as explained in clause 21 of these **special terms**.

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

BT means British Telecommunications plc.

Bolt-on means one of the extras set out in the **price guide** that you can select to supplement the basic package under your

chosen **Option** subject to you paying the additional fee set out in the **price guide**.

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

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

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

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

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

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

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

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

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

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

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

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

offending material means material which:

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

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

Option referred to as a 'tier' or 'package' in the **price guide**.

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

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

Quickstart or **Quickstart for Business** refers to the self-install

process for the business broadband service as explained in clause 20 of these **special terms**.

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

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

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

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

1.3 Clause 1.2 of our standard terms and conditions does not apply to the **service**. If there are any inconsistencies between the documents making up the **agreement**, unless we state otherwise the documents will take priority in the following order.

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

2. Selection of Options and Bolt-ons

2.1 Details of the different **Options** and the **Bolt-ons** that you can add to them are set out in the **price guide**. We may change the terms and conditions applicable to the **Options** and **Bolt-ons** from time to time. Clause 9.3 of our standard terms and conditions will apply.

2.2 Other than Phone and Call Packages and **4G Start-up Service**, all **Bolt-ons** will terminate on the same day as your chosen **Option**.

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- 2.3 Our Voom Fibre business broadband gives you speeds of up to 1Gbps download, and 100Mbps upload speeds.
- 2.4 At the time you select your **Option** (before you enter into the contract), we will confirm to you the actual download and upload speeds available to you, based on your postcode.
- 2.5 During the **minimum term** you have the flexibility to change your **Option** from the one you selected at the time you entered into the contract. You may move up all tiers and down to one tier below your contracted tier once in 30 days. If you do not require a change of router, the new **Option** will apply within a maximum of three (3) days of informing us. The process is set out in more detail in the **price guide**.

3. Connection of the internet service

- 3.1 Unless you and we agree otherwise in writing you must not have more than one item of **CPE** connected at a **site** for use with the **internet service**. You must make sure that the **CPE** is switched on at all times.
- 3.2 We may provide the **internet service** to you through:
- 3.2.1 a cable modem; or
- 3.2.2 a cable gateway **NTE** device; which is connected by coaxial cable to our **communications network**.
- 3.3 On the cable modem or cable gateway **NTE** device, the network termination point (the point beyond which we will have no liability for the equipment) is the communications port to the **LAN** or **WLAN**. This will be an RJ45, ethernet or communications port, or an IEEE802.11 wireless access port.
- 3.4 You are responsible for configuring and maintaining your **LAN** or **WLAN** and **your apparatus**.

4. Your apparatus for the

internet service

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

- 4.1 Unless we agree otherwise with you in writing, you must not connect more than 100 (or any other number stated in the **order form**) devices, such as personal computers, to the equipment. If you break this clause, we will be entitled to end the **agreement**.
- 4.2 You agree that before you connect to the **service**, you will do the following.
- 4.2.1 Make sure that the devices you are going to connect to the equipment have operating systems and software supported by the original supplier, and have all recommended security patches and protection, such as antivirus. We are not liable for any damage caused by you failing to secure your network and systems when connecting to our **communications network** or equipment.
- 4.2.2 Make sure your devices have a suitable network connector, and install network interface cards (NICs) or wireless network adapters if necessary.
- 4.2.3 At the time of the installation, we will not supply any services other than those set out on the **order form**. We will only connect and configure devices that meet the requirements set out in our **service literature**. We do not guarantee that **your apparatus** can be connected and configured to work with the equipment.
- 4.2.4 When connecting your devices, we will create new wired or wireless networks. We will not connect to, or extend, any existing network.
- 4.2.5 You must give us all the access and information we need for the installation,

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including necessary passwords and administrator access to **your apparatus**. If you do not provide this access or information when we need it, this may result in us not being able to complete the installation. In this case we will be entitled to charge you an extra fee for any further **site** visits that may be needed to complete the installation.

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

5. Providing the service

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

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

- 5.4 The **internet service** gives you to access to the internet, services provided by third parties and other materials. Apart from any website controlled by us, we do not control and are not responsible for the content of material you get by using the **internet service**. You are responsible for making a decision on the suitability, quality or legality of accessing, viewing or downloading any material from the internet.
- 5.5 We can change phone numbers or dialling codes, or the specification of the **service**, for operational reasons. We reserve the right to use premium rate numbers and off-shore call centres.

6. Service start date and paying for the service

- 6.1 We can start charging for all **services** ordered on a particular **order form** from the **initial start date**.
- 6.2 Monthly charges for **Bolt-ons** (as described in the **price guide**) are billed 30 days in advance from the **initial start date**. The only exception to this is when a **Bolt-on** is added part way through a month. In this instance the next bill will include both the pro-rated charge for the part-month and the charge for the immediately following month. We will invoice you for the installation charges for all **services** ordered on a particular **order form** on or around the **initial start date** or any other date we give you.
- 6.3 If you have added a phone line and call package:
 - 6.3.1 as well as the charges you are liable for, you must also pay all of any third-party operator's charges arising in connection with or as a result of you using the **service**; and

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6.3.2 we will invoice you for **call charges** (if any) monthly in arrears from the **initial start date**. These charges will be based on your use of the **service** as recorded by us.

6.4 Where you have selected a different **Option** in accordance with clause 2.5, we will adjust your bill accordingly so that the new Option price applies when the change is made. The change will be reflected on your next bill with a pro-rated credit or charge.

6.5 We invoice you for the price of the **CPE** on or around the date we deliver the **CPE**.

6.6 We will invoice you for any other charges as set out in the **price guide** or as otherwise agreed in writing.

7. Changing Options and Bolt-ons

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

7.1.1 A Phone line and associated call packages can be added to your **Option** as set out in the **price guide**.

7.1.2 You can add **Bolt-ons** (other than a Phone Line) during the **minimum term** if they are shown in the **price guide** as available with your chosen **Option** by completing a new **order form**. We will confirm any changes and when they will take effect by email.

8. Ending the agreement early and cancellation charges

8.1 You cannot end the **agreement** for only part of the **service**. Clause 21.2 of our standard terms and conditions will not apply to Voom Fibre business broadband.

8.2 If you terminate your **Option** before the end of the **minimum term** you will pay to us the **cancellation charges** under clauses 17.4 or 21.2. of our standard terms and conditions.

9. Trademarks and Logos

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

10. Using the service

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

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

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

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

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

10.3.1 remove the relevant material, data, images or information;

10.3.2 suspend or stop providing the **service** or any part of it; and

10.3.3 end the **agreement**; without giving you notice.

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- 10.4 You are responsible for getting all necessary material, data, images and information you need to use the **service**, including for the design of any website.
- 10.5 You must get and maintain all permissions or licences you need (including permission from any relevant copyright holders, music-licensing authorities and performers' representatives) in connection with the content of communications transmitted through the **service**. You will indemnify us for any loss or damage we suffer as a result of not meeting your obligations under this clause 10.5, clause 15.4 of our standard terms and conditions will not apply to the indemnity in this clause 10.5.
- 10.6 If you break clause 10.1, we may suspend or end the **agreement** without giving you notice.
- 10.7 Without having any obligation to do so, we can block access to, or edit, refuse or remove any material from our **communications network** (including webspace and mailboxes) which we have reason to believe could break this **agreement** or the **acceptable use policy**.
- If we receive a complaint about any material published or transmitted using the **service**, we will be entitled to take such action without investigating the complaint.
- 10.8 Without having any obligation to do so, we can filter emails and remove any email which:
- 10.8.1 contains, or is suspected of containing, a virus; or
- 10.8.2 we consider 'email spam' as referred to in the **acceptable use policy**.
- 10.9 Ownership of and **intellectual property rights** in the content you get access to using the **service** belongs to the owner of the content and may be protected by copyright or other **law**. The **agreement** gives you no rights to such content.
- 10.10 You must not go over any limits relating to:
- 10.10.1 the use of the bandwidth or capacity;
- 10.10.2 the connection of **your apparatus**; or
- 10.10.3 any other limitation set on the bandwidth, capacity or connection;
- as part of any package or promotion we provide the **service** under.
- 10.11 You accept that the **internet service** may be supplied on a shared server and that your use of the **service** may be affected by the level of access by other users.
- 10.12 Where your **Option** provides you with a dynamic IP address, all **your apparatus** connected to our equipment must be configured to get an IP (internet protocol) address automatically every time the **internet service** is used. You must maintain that configuration of **your apparatus** at all times.
- 10.13 If your **Option** provides you with static IP addresses you will have the same IP address (a static IP address) for **your apparatus** each time the **internet service** is used.
- 10.14 Despite clause 10.13 above, we will not be liable for any change we make to any IP address (including a static IP address) if:
- 10.14.1 the change is needed because we are upgrading or maintaining our **communications network** or for any operational reason, in which case we will use our reasonable efforts to give you at least 14 days' notice of the change;
- 10.14.2 the identity of the IP address is affected by any change in configuration or functioning of **your apparatus** or any other action taken by you; and/or
- 10.14.3 you choose to move between different levels of static IP addresses e.g. changing from single static IP address to 13 static IP addresses or vice versa. Any such changes will result in changes in the IP address number range issued for your use.
- 10.15 We can, without giving you any notice, disconnect or suspend the **service**, or end the **agreement**, if we reasonably believe that you have broken or are breaking clause 10.10 above.

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- 10.16 We allocate IP addresses to you only for the purposes of, or in connection with, the **internet service**. The **agreement** does not give you any right to any of the IP addresses, and you may not sell or transfer (or try to sell or transfer) them to any person. If all of the **agreement**, or the part of it relating to any of the **internet service**, ends for whatever reason, the IP addresses will return to us.
- 10.17 If, as part of the **service**, we give you a static IP address:
- 10.17.1 you must give us registration information and any changes in the registration information; and
- 10.17.2 you agree that some or all of the registration information can be published in **RIPE NCC**'s database.

11. CPS service – online statistics

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

12. Wholesale line rental service

- 12.1 If you receive the **WLR service**, you agree that all categories of calls made using the **BT** lines we use to provide that **service** must be made through our **CPS service**.
- 12.2 For the whole duration of the **agreement** for the **WLR service** you must not override the **CPS service** or otherwise

take or allow any actions to direct calls away from the **CPS service**.

- 12.3 If you break clause 12.2, we will (without affecting our other rights under the **agreement**), for the rest of the term of the **WLR service**, be entitled to charge you **call charges**. Those **call charges** will be the average monthly **call charges** over the three months before you broke the clause, or any other amount we reasonably decide if there have not been **call charges** for the full three months.
- 12.4 All service levels and any remedies available to you if we do not meet these service levels are the same as those offered by **BT** for the same maintenance service option of their 'wholesale access service'. Where **BT** is not liable for failing to meet its service levels, we will have no liability to you either. **BT**'s service level agreement for its wholesale access service is on its website.
- 12.5 If you need any extra features or higher service levels for the **WLR service**, and those features or service levels would give rise to extra charges from **BT** to us, you must pay our extra charges at the time for those features or services.
- 12.6 Unless we agree otherwise, all provisions in the **agreement** which relate to **purchased equipment** and **your apparatus** will apply to the **CPE** you buy.

13. Supplemental Terms

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

14. Linked Sites

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

relevant third party. We will not be involved in those dealings or have any liability in connection with them. You are responsible for keeping to any acceptable use policy or terms and conditions relating to using **linked sites**.

15. Keeping to the law

- 15.1 You must not post, publish, upload, distribute, transmit, re-transmit or store material on or through any of our systems, services or products, or those of any member of our **group companies**, if this would break any **law** that can be enforced in the United Kingdom.
- 15.2 You must own, or have all the necessary rights to, any material you post, upload, input or provide on any website we host.

16. Disclaimer

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

17. Limits of liability

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

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

they are not available. If you get access to any third party's information or services through the **internet service**, you will be bound by that third party's terms and conditions, if any. You will be responsible for keeping to those terms and conditions. We will have no liability in connection with any third party's information or services.

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

- 17.5 We will have no liability for:

- 17.5.1 any **offending material** on a third party's website;
- 17.5.2 the conduct of any third party; or
- 17.5.3 a third party's rights being infringed (broken, limited or undermined).

- 17.6 We will also have no liability for any content a third party sends or provides on **our website** or through the **internet service**.

18. Ordering the Voom Fibre business broadband service and term of the agreement

- 18.1 In relation to the business broadband service, clauses 3.1 to 3.3 of our standard terms and conditions will be considered to be amended to read as follows:

- "3.1 For any particular **service** that is part of the Voom Fibre business broadband service, the

agreement will come into force when:

3.1.1 you sign the **order form**;

3.1.2 you (or our representative if we are installing the **service** for you) click the 'accept' (or equivalent) button or complete any other;

3.1.3 you start using the **service**; or

3.1.4 the **service** becomes available to you;

whichever is the earliest.

3.2 Unless you or we cancel the **agreement** early (in the way allowed under the **agreement**), it will stay in force for the **minimum term** and then continue until you or we end it by giving the other at least 90 days' notice in writing (a "rollover"). If you or we do not want the **agreement** to continue beyond the **minimum term** written notice must be given at least 90 days before the end of the **minimum term**.

Any such notice you give us must be given to customer services in line with clause 22 below.

Any rollover will include your existing **Bolt-ons** unless you have told us otherwise at least 30 days in advance. Prices and terms for any rollover of **Options** and **Bolt-ons** shall be on the terms and at the prices shown in the then current **price guide** unless we agree otherwise.

3.3 The **minimum term** is:

3.3.1 the period stated on the **order form**, starting on the **initial start date**; or

3.3.2 if no period is set out on the **order form**, 24 months, starting on the **initial start date**."

19. Changing the agreement or Business Broadband Service

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

20. Quickstart for Business

20.1 **Quickstart for Business** allows you to install the business broadband service yourself.

20.2 Despite the provisions relating to the **service start date** in clause 1.3 of our standard terms and conditions, the **service start date** for the business broadband service when you take **Quickstart for Business** will be the date we receive confirmation that your Quickstart pack has been delivered to your premises.

20.3 Cancellation: if you cancel the business broadband service before the **service start date** then you will be charged **cancellation charges** calculated in accordance with clause 9.17.2 of our standard terms and conditions. If you cancel the business broadband service after the **service start date** then you will be charged **cancellation charges** calculated in accordance with clause 9.17.1 of our standard terms and conditions.

20.4 Returning the Quickstart pack: if you choose to cancel the business broadband service, Virgin Media will arrange the collection of the Quickstart pack, at no cost to you.

20.5 Request for engineer visit: if you are unable to install the business broadband service using the Quickstart pack, you

can request an engineer visit to install the business broadband service for you. You will be charged £50 for the engineer visit unless there is a fault with the business broadband service which has caused you to be unable to install the business broadband service using the **Quickstart** pack.

21. 4G Start-up Service

- 21.1 The **4G Start-up Service** is a **Bolt-on** and provides you with interim internet connectivity using the **4G mobile network** before your fixed business broadband service is installed. It is available to customers ordering VOOM Fibre business broadband services.
- 21.2 Despite the provisions relating to the **service start date** in clause 1.3 of our standard terms and conditions, the **service start date** for your **4G Start-up Service** will be:
- 21.2.1 the date you activate the **service** in accordance with the **4G Start-up Service** installation instructions; or
- 21.2.2 1 day after receipt of the **4G Start-up Service** hardware,
- whichever is earlier but the provisions relating to the **service start date** in clause 1.3 of our standard terms and conditions will still apply to your business broadband service.
- 21.3 Equipment for the **4G Start-up Service**: we will provide you with a mobile backup stick and SIM for your **4G Start-up Service** which can only be used in combination with the Hitron cable modem which we provide to you for your business broadband service. If you no longer require your **4G Start-up Service** and you are not taking our **4G Back-up Service**, Virgin Media will arrange the collection of the 4G Start-up equipment, at no cost to you in accordance with clauses 22.7 to 22.9 below.
- 21.4 Performance of the **4G Start-up Service**: you recognise that the performance of the **4G Start-up Service** depends on the signal strength and overall utilisation of the **4G mobile network** at the relevant time, The quality, availability and performance of the **4G Start-up Service** can vary significantly and can be affected

by a number of factors including the location of your Hitron cable modem in your premises, structural interference, local geography and topography, weather and/or atmospheric conditions and degradation, congestion or maintenance requirements of the **4G mobile network**.

- 21.5 Use of the **4G Start-up Service**: the **4G Start-up Service** can only be used for interim internet connectivity before your business broadband service is installed. Any use of the **4G Start-up Service** and/or any of the equipment we provide to you to use with the **4G Start-up Service** other than as permitted under this clause 21 will be a breach of these **special terms** and may lead to us terminating your **4G Start-up Service**.
- 21.6 Data allowance: the 4G Start-up Service has an 'unlimited' data allowance with no monthly usage data cap. **Acceptable use policy** applies.
- 21.7 Ending your **4G Start-up Service**: your **4G Start-up Service** will cease automatically when your business broadband service is installed. If you wish to cease your **4G Start-up Service** before your business broadband service is installed then an early termination fee of £80 will be levied.

22. 4G Back-up Service

- 22.1 The **4G Back-up Service** is a **Bolt-on** and provides you with secondary internet connectivity using the **4G mobile network** when there is a complete loss of connectivity to your business broadband service between the cable modem and the Cable Modem Termination System (CMTS). It is available to customers who take any of our VOOM Fibre business broadband services.
- 22.2 Despite the provisions relating to the **service start date** in clause 1.3 of our standard terms and conditions, the **service start date** for your **4G Back-up Service** will be:
- 22.2.1 the date you activate the **service** in accordance with the **4G Back-up Service** installation instructions; or
- 22.2.2 1 day after receipt of the **4G Back-up Service** hardware,
- whichever is earlier.

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- 22.3 Equipment for the **4G Back-up Service**: we will provide you with a mobile backup stick, USB cradle and SIM for your **4G Back-up Service** which can only be used in combination with the Hitron cable modem which we provide to you for your business broadband service.
- 22.4 Use of the **4G Back-up equipment**: We will provide the 4G Back-up equipment to you for as long as you continue to receive the **4G Start-up Service** services from us. **The 4G Back-up equipment** remains our property at all times and we may need to alter or replace it from time to time. For us to do this, we may need reasonable access to your premises. We also need you to follow our reasonable instructions if we need to send you replacement equipment, for example, where we need to upgrade our router for security or performance improvements.
- 22.5 You are responsible for making sure that the **4G Back-up equipment** is safe and used properly at all times. To do this, you agree to do the following:
- 22.5.1. follow the manufacturer's instructions and any other reasonable instructions we have given you;
 - 22.5.2. keep the **4G Back-up equipment** in your **premises** and under your control (for example, you may not sell it, lend it or hire it out to anyone else, put it up as security for a loan or mortgage, or allow it to be seized under any legal process against you);
 - 22.5.3. insure the **4G Back-up equipment** against any loss, theft or damage for the full replacement value;
 - 22.5.4. not tamper with disassemble, misuse, neglect or damage the **4G Back-up equipment**;
 - 22.5.5. not remove, tamper with or cross out any words or labels on the **4G Back-up equipment**; and
 - 22.5.6. take proper care at all times to try and prevent the loss or theft of **4G Back-up equipment**.
- 22.6 You agree to tell us as soon as you can about any loss or damage to any part of our **4G Back-up equipment**. You should do this by contacting our customer services team. You agree that you are responsible for any loss of or damage to the **4G Back-up equipment**, regardless of how it happens, unless it is our fault. We will charge you for any loss of or damage to the **4G Back-up equipment** that you are responsible for.
- 22.7 If either party terminates the agreement, or if you decide to disconnect from some of our services, or if you wish to take up an offer to upgrade the **4G Back-up equipment** we provide to you, then unless we have informed you otherwise (e.g. on our website) you must return the 4G Back-up equipment to us by making it available for collection in a reasonable condition, allowing for fair wear and tear. If you fail to make available the **4G Back-up equipment** for collection, we may charge you for the replacement cost or reasonable recovery costs of the **4G Back-up equipment**.
- 22.8 If we hold any of your money, we may use that money towards the cost of refurbishing or replacing the **4G Back-up equipment**. If you have any additional equipment, we'd encourage you to dispose of it responsibly if you're no longer using it so please contact us for further information about disposing of your additional equipment.
- 22.9 If you fail to return or make available the **4G Back-up equipment** for collection within the given notification period **for** any reason, we are entitled to charge you for the replacement cost or reasonable recovery costs of the equipment.
- 22.10 You may use **your equipment** together with the **4G Back-up equipment**, but (unless we have recommended it to you) we cannot guarantee that the **4G Back-up equipment** will work with **your equipment**. We will not be liable in any way for any loss or damage arising from your use of **your equipment** with the **4G Back-up equipment**. We will not be liable for any loss of or damage to any **additional equipment** unless it is our fault. We have the right to charge you for any replacement **additional equipment**.

Special terms

- 22.11 You will have received certain software in the **4G Back-up equipment** at the point of activation of your **services**, and other software programs we may deliver to the **4G Back-up equipment** from time to time, which the **4G Back-up equipment** will automatically accept. You may use this software solely in executable code form and solely in conjunction with the **4G Back-up equipment**. You must not use any unauthorised software on the **4G Back-up equipment**. Certain **4G Back-up equipment** we provide to you may also be accompanied by separate software intended for installation on other devices within your **premises**. If you install this software on such devices, the terms of use of the software will be governed by an end user licence agreement, which you must accept before you install the software.
- 22.12 We and our suppliers retain title to and ownership of the software for the **4G Back-up equipment** we provide to you and all intellectual property rights in and on that **4G Back-up equipment**.
- 22.13 Performance of the **4G Back-up Service**: you recognise that the performance of the **4G Back-up Service** depends on the signal strength and overall utilisation of the **4G mobile network** at the relevant time, The quality, availability and performance of the **4G Back-up Service** can vary significantly and can be affected by a number of factors including the location of your Hitron cable modem in your premises, structural interference, local geography and topography, weather and/or atmospheric conditions and degradation, congestion or maintenance requirements of the **4G mobile network**.
- 22.14 Use of the **4G Back-up Service**: the **4G Back-up Service** can only be used when there is a complete loss of connectivity to your business broadband service. You must not remove the isolator cable from your Hitron cable modem to activate the **4G Back-up Service** as this may cause interference to our **communications network** and may lead to us terminating your **4G Back-up Service**, and charging you **cancellation charges**. Any use of the **4G Back-up Service** and/or any of the equipment we provide to you to use with the **4G Back-up Service** other than as permitted under this clause 22 will be a breach of these **special terms** and may lead to us terminating your **4G Back-up Service**.
- 22.15 Cancellation: If you terminate your **4G Back-up Service** before the end of the **minimum term** you will pay to us the **cancellation charges** applicable to the **4G Back-up Service** under clauses 17.4 or 21.2. of our standard terms and conditions.
- 22.16 **Moving**: You can move your broadband service to a new address subject to the following conditions:
- 22.16.1. availability of the Virgin Fibre connection at the new address. You will be liable to pay early termination fees if you move to a non-serviceable area;
 - 22.16.2. You will be subject to a new contract which you must execute for the move to the new address;
 - 22.16.3. payment of applicable installation fees;
 - 22.16.4. You will be liable to continue to pay your old service until the new service is installed; and
 - 22.16.5. The option to keep the same landline number is subject to switch codes matching. However, if the switch codes do not match you will not be able to keep the same landline number.
- 22.17 **Change of responsibility**: You can transfer the existing account to a new owner to avoid early termination fees. The new owner, subject to credit checks and paying all applicable fees, will then have a new contract with us. However, contractually You are liable to continue to pay the service until the transfer is completed. The new owner must execute a new contract before the transfer can be recognised. If the new owner does not pass the appropriate checks or if the new owner fails to proceed with the transfer of ownership, then You shall be liable to 90 days' notice and all applicable early termination fees.

Thank you

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