

Business Broadband

Version 8

This document tells you about our 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.

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

BT means British Telecommunications plc.

BTW FTTP (Fibre To The Premise) means a **circuit** using a fibre optic cable straight into a site.

BTW SOGEA (Single Order Generic Ethernet Access) means a circuit based on copper technologies.

BTW ADSL (asymmetric digital subscriber line) means a circuit based on copper technologies

Circuit means the physical connection over which the Business Broadband Service is, including the Purchased Equipment, cabling, wiring and personal computers and any software incorporated in them.

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 the equipment you buy from us for you to use with the **service**.

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

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**.

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 mean third party websites that can be visited from links on **our website**.

NTE (network terminating equipment) means the **service equipment** or **purchased equipment** 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; or

- (d) could harm our **communications network** or any other third party's system, including material containing a virus.

on-net service is where we provide you directly with phone or broadband services (or both) using our **communications network**.

off-net service is where broadband services are provided indirectly via **BT** broadband services by either **BTW SOGEA** or **BTW FTTP** access.

ONT means an optical network termination installed to terminate the BTW FTTP path as the premise

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

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) that apply to us providing a particular website contained in **our website**.

- 1.3 Clause 1.9 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 **special terms**
- 1.3.3 The **acceptable use policy**
- 1.3.4 Our standard terms and conditions
- 1.3.5 The **order form**
- 1.3.6 The **price guide**

2. Connection of the Internet Service

- 2.1 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 always switched on.

- 2.2 The Business Broadband service may be provided through:

- 2.2.1 a modem; or
- 2.2.2 a **NTE** device.

The **on-net service** is connected by coaxial cable to our communications network.

The **off-net service** of **BTW SOGEA** or **FTTP** which is connected to our communications network indirectly via **BT**

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.

On the **off-net service** modem or **off-net service** gateway **NTE** device, the network termination point 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.

- 2.3 You are responsible for configuring your **LAN** or **WLAN** and your apparatus unless we have agreed to provide the **premium install service**.

- 2.4 You will always be responsible for maintaining your **LAN** or **WLAN**.

- 2.5 If we provide the **premium install service**, the following will apply.

- 2.5.1 At the time of the installation, we will not supply any services other than those set out on the **order form**.

- 2.5.2 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.

- 2.5.3 When connecting your devices, we will create new wired or wireless networks. We will not connect to, or extend, any existing network.
- 2.5.4 You must give us all the access and information we need for the installation, 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 the full charges for the premium install service and an extra fee for any further site visits that may be needed to complete the installation.

3. Your apparatus for the Internet Service

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

- 3.1 You agree that before you connect to the **service**, you will do the following.
- 3.1.1 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.
- 3.1.2 Make sure your devices have a suitable network connector and install network interface cards (NICs) or wireless

network adapters if necessary.

- 3.2 If you are adding the **service** to your own local network, you must first make any necessary checks with your network administrator.
- 3.3 You are responsible for getting all computers and other equipment or services necessary to use the **service** properly.
- 3.4 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**.

4. Providing the service

- 4.1 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**.
- 4.2 We do not guarantee that the **service** will not be interrupted or that any messages or information transmitted through the **service** will be transmitted accurately, reliably or in time.
- 4.3 In relation to the **BTW SOGEA, and BTW FTTP services**, you accept the following:
- 4.3.1 if an access rate (speed) of the **internet service** (or part of it) is specified on the **order form**, you accept that the actual bust rate may be reduced:
- 4.3.2 by conflicts within our network and in other internet networks.
- 4.3.3 by rate adaptation of the modem; or
- 4.3.4 because of the technical limits of the **BT** line used to supply the **internet service**.

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- 4.3.5 Where the circuit to be provided is BTW SOGEA and BTW FTTP, the following applies:
- 4.3.6 Installation of the Business Broadband service will be carried out by a third party provider
- 4.3.7 You will be required to make an appointment in order for the Third Party to carry out the installation and configuration, which shall be made on a working day at a time agreed between Us and You
- 4.3.8 At the agreed time of the appointment, the customer will provide third party engineer access to the site.
- 4.4 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.
- 4.5 In relation to the **BTW SOGEA, BTW FTTP service**, You accept the following technical limits relating to the **service**.
- 4.5.1 The performance of some metallic local loops will mean that it is not technically possible or practical to provide the **BTW SOGEA** or **BTW FTTP** services to you.
- 4.5.2 The **BTW SOGEA** or **BTW FTTP** cannot be provided to you if you already receive some services from another communications provider. We will use our reasonable efforts to let you know if any service you receive from another communications provider means that we cannot provide the **BTW SOGEA** or **BTW FTTP** service
- 4.5.3 The **BTW SOGEA** or **BTW FTTP** may affect the performance or speed of other telecommunications and other equipment at the site.
- 4.5.4 Some technical limitations within a third-party operators' network may not be discovered until sometime after installation, in which case we may need to withdraw the **BTW SOGEA** or **BTW FTTP** service.
- 4.5.5 Burst rates may be reduced as explained in clause 4.3.
- We will not be liable to you for any of these technical limits.
- You also accept that there may be other technical limits. We will use our reasonable efforts to keep you informed of any technical limits to the **xDSL service**.
- 4.6 You accept that technical limits may hinder the installation and activation of the **BTW SOGEA** or **BTW FTTP services** and that having **BT NTE** devices at the **site** does not guarantee that the **BTW SOGEA** or **BTW FTTP** can be successfully activated, and we will not be liable for this.
- 4.7 We can cancel the **BTW SOGEA** or **BTW FTTP** service if, after we placed an order for you with **BT**, you and we cannot agree to an installation or activation date within 30 days of the date **BT** accepted the order. You must indemnify us for all costs (including any third-party operator's cancellation charges) arising as a result of the cancellation. Clause 15.4 of our standard terms and conditions will not apply to the indemnity in this clause 4.7.
- 4.8 If there is a fault in the **BTW SOGEA** or **BTW FTTP** service you must report this to us, not **BT**, in line with any **service level agreement**. If a fault is not due to the **BTW SOGEA** or **BTW FTTP** or we have not been able to diagnose it remotely, because you have not met the requirements of clause 6.6 of our standard terms and conditions, you must pay our charges for investigating the fault.
- For the **BTW SOGEA** service, there is a 10-day 'stabilisation period' starting on the **service start date**. During this period, the service levels for the **BTW SOGEA service** will not apply, and you should not report any faults.

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- 4.9 The **internet service** gives you 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 the 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.
- 4.10 We will not be liable for any loss or damage associated with your alarm system failing after you are connected to the **BTW SOGEA** or **BTW FTTP**.
- 4.11 We can change phone numbers or dialling codes, or the specification of the **service**, for operational reasons.

5. Service start date and paying for the service

- 5.1 The **service start dates** may be different for different parts of the **service**, particularly between the date the **off-net services** start date, and the **on-net services** start date.
- 5.2 We can start charging for all services ordered on a particular order form from the initial start date.
- 5.3 Unless the **order form** states otherwise, we will invoice you for the monthly charges (as specified in the **price guide** or as otherwise agreed in writing, whether referred to as 'monthly charges' or otherwise) every month in advance from the **initial start date**.
- 5.4 We will invoice you for the connection charges for all services ordered on a particular **order form** on or around the **initial start date** or any other date we give you.
- 5.5 The **connection charge** for the Business Broadband service of **BTW SOGEA** and **BTW FTTP**, could increase if, after our survey or inspection, **BT's** charges to us (if any) are increased. On the **order form** (or otherwise in writing) you may authorise an increase of up to a set amount. Without affecting the general nature of clause 3.2 of our standard terms and conditions, you must pay any

increase up to the set amount or any other amount agreed in writing.

- 5.6 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**.
- 5.7 We invoice you for the price of the **CPE** on or around the date we deliver the average monthly call charges for the previous three calendar months multiplied by the number of months left in the **minimum period** (or any other amount we reasonably choose if you are less than three months into the minimum period);
- 5.8 whichever is more.
- 5.9 The amounts due under this clause 6.4 are in addition to any amounts due under clause 6.2.

6. 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.

7. Domain names

- 7.1 Where the **internet service** (or part of it) includes registering a **domain name** set out on the **order form** or agreed with you in writing, you must own any relevant trademark or name, or have a licence to use it as the **domain name**.
- We will arrange for the **domain name** to be registered by Nominet UK or any other organisation which registers domain names (the registry).
- 7.2 You may need to choose a replacement **domain name**, and we may suspend the **internet service** or part of it if we believe that the **domain name** contains **offending material**.
- 7.3 If you do not pay any amount due under the **agreement**, or any of the information we need to register a **domain name** is

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incorrect or late, we may end the process of applying for registration or may cancel the registration.

- 7.4 You agree that we may charge an appropriate transfer fee for transferring any **domain name** from you or a third party. The transfer fee will be as set out in the price guide or as agreed with you in writing. For us to make the transfer, you agree to:
- 7.4.1 co-operate fully and promptly with our reasonable requests; and
 - 7.4.2 do everything reasonably possible, at your own expense, to make sure that any third party co-operates with us fully and promptly.

We will use our reasonable efforts to make the transfer, but we will not be liable if the transfer cannot be made or is delayed because we did not get full co-operation from you or a third party.

- 7.5 You appoint us as your agent for the purposes of registering the **domain name**. You authorise us to accept the registry's standard terms and conditions for registration on your behalf.
- You will be bound by the registry's standard terms and conditions. You are responsible for getting a copy of those terms and conditions and you must read, understand and keep to them.

- 7.6 We do not guarantee that the **domain name** is, can or will be registered. You should not assume the **domain name** is registered until you are told in writing that it has been. We are not liable for any action you take in connection with the **domain name** (including, without limitation, marketing or publicity and the costs involved) before you are told that it has been registered.

- 7.7 You will have no claim against us if the registry refuses to register the **domain name** or suspends or cancels it for any reason.

- 7.8 We are not responsible for, and will not be liable for, your use of the **domain name**. You are responsible for settling disputes with any third party in connection with you using the **domain name**. If there is a dispute, we may

withhold or suspend the **domain name** without giving you notice or having any liability to you.

- 7.9 We do not guarantee that the **domain name** is or will continue to be available for you to use or that no other **domain name** which conflicts with or affects the use of the **domain name** is or will be registered.

- 7.10 You may not transfer the **domain name** to any third party without our permission in writing. If we give our permission, we will only arrange the transfer if, on the date the transfer would be made, we have received all charges for the **service**.

- 7.11 If the **internet service** includes us renewing the registration of the **domain name**:

- 7.11.1 we will use our reasonable efforts to renew it;
- 7.11.2 we will not be liable to you if we fail to renew the registration of the **domain name** for any reason; and
- 7.11.3 you agree that we may renew the registration of the domain name automatically, and you will pay us any relevant charges referred to in the **price guide**.

8. 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.

- 8.1 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.

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- 8.2 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**.
- 8.3 We can monitor and inspect any website hosted by the **internet service**. If we believe that you have broken clause 9.2, we may (but are not obliged to):
- 8.3.1 remove the relevant material, data, images or information;
 - 8.3.2 suspend or stop providing the **service** or any part of it; and
 - 8.3.3 end the **agreement**; without giving you notice.
- 8.4 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.
- 8.5 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 9.5. Clause 15.4 of our standard terms and conditions will not apply to the indemnity in this clause 9.5.
- 8.6 If you break clause 9.1, we may suspend or end the **agreement** without giving you notice.
- 8.7 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.
- 8.8 Without having any obligation to do so, we can filter emails and remove any email which:
- 8.8.1 contains, or is suspected of containing, a virus; or
 - 8.8.2 we consider 'email spam' as referred to in the **acceptable use policy**.
- 8.9 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.
- 8.10 You must not go over any limits relating to:
- 8.10.1 the use of the bandwidth or capacity;
 - 8.10.2 the connection of **your apparatus**; or
 - 8.10.3 any other limitation set on the bandwidth, capacity or connection;
- as part of any package or promotion we provide the **service** under.
- 8.11 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.
- 8.12 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 always maintain that configuration of your apparatus.
- 8.13 If you ask us in writing, we use our reasonable efforts to give the same IP address (a fixed IP address) to your apparatus each time the **internet service** is used.
- 8.14 Despite clause 9.13 above, we will not be liable for any change we make to any IP address (including a fixed IP address) if:
- 8.14.1 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; or

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- 8.14.2 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.
- 8.15 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 9.12 above.
- 8.16 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.
- 8.17 If, as part of the **service**, we give you a fixed IP address:
- 8.17.1 you must give us registration information and any changes in the registration information; and
- 8.17.2 you agree that some or all of the registration information can be published in **RIPE NCC's** database.

9. Supplemental terms

- 9.1 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**.

10. Linked sites

- 10.1 **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**.
- 10.2 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**.

11. Keeping to the law

- 11.1 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 or regulation that can be enforced in the United Kingdom.
- 11.2 You must own, or have all the necessary rights to, any material you post, upload, input or provide on any website we host.

12. 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**.

13. 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.

- 13.1 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.
- 13.2 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

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- you transmit or receive, or any failure to transmit or receive any material.
- 13.3 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.
- 13.4 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 the 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**.
- 13.5 We will have no liability for:
- 13.5.1 any **offending material** on a third party's website;
 - 13.5.2 the conduct of any third party; or
 - 13.5.3 a third party's rights being infringed (broken, limited or undermined) .
- 13.6 We will also have no liability for any content a third party sends or provides on **our website** or through the **internet service**.

14. Ordering the business broadband service and term of the agreement

In relation to the business broadband service, clause 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 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 acceptance procedure after loading the **internet software**;

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

3.1.4 the service becomes available to you;

whichever is earlier.

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 period** (see clause 3.3) 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**.

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

3.3 The **minimum period** 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**, 12 months, starting on the **initial start date**."

15. Changing the agreement or business broadband service

- 15.1 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** by putting the changes on **our website**. You should regularly check the up-to-date **acceptable use policy** on **our website**.

Special terms

Thank you

© Virgin Media Business Limited

Registered Office:
500 Brook Drive
Reading
RG2 6JU

T: 0800 052 0800

Registered in England and Wales No. 01785381



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