



## Terms and Conditions

### 1. These terms and conditions are entered into between:

- You ("you");
- Virgin Media Ireland Limited (as the supplier of your Device/s under these terms and conditions) ("Virgin Media")

### 2. The purpose of these terms and conditions

Your Device/s is supplied to you by Virgin Media and is governed by these terms and conditions.

### 3. Definitions

These terms and conditions contain various words which have a certain meaning as set out below:

**"Agreement"** means this contract between You and Virgin Media under which you agree to purchase the Device/s through an Instalment method of payment;

**"Device/s"** means the handset and tablet (where applicable) Virgin Media sells you under these terms and conditions or a handset and tablet (where applicable) of a similar value (as reasonably determined by Virgin Media) and which you purchase through Instalments under this Agreement. For the avoidance of doubt the "Services" (as defined below) are not included within the meaning of "Device/s".

**"Instalments"** means the repayments you are required to make under this Agreement. The number of Instalments may vary.

#### **"Minimum Term" 12 Months**

**"Pay Monthly Airtime Contract"** means the terms and conditions of service entered into between you and Virgin Mobile and under which Virgin Media provides you with the Services.

**"Services"** means the mobile telephone services (including any additional services and messaging services) provided to you by Virgin Media under a Pay Monthly Airtime Contract. For the avoidance of doubt "Device/s" (as defined above) are not included within the meaning of "Services".

**"We", "us" and "our"** means Virgin Media Ireland Limited with a registered address at Building P2, Eastpoint Business Park, Clontarf, Dublin 3 unless indicated otherwise in these terms and conditions.

### 4. The duration of this Agreement

**4.1 Start date:** This Agreement is made on the date on which you confirm acceptance of the terms and conditions of this Agreement.

**4.2 Duration:** Unless terminated earlier in accordance with the terms of this Agreement the minimum duration of this Agreement is 12 months from the date upon which the first of the 12 Instalments is to be paid unless otherwise stated in documentation we provide you or in your order. If you agree an 18 month contract then there shall be 18 instalments, 24 instalments for a 24 month contract and so on.

### 5. Making payments

**5.1 Advance Payment:** you may be required to make an advance payment for the Device/s under this Agreement (the "Advance Payment"). If you decide to withdraw from this Agreement within the 14 day "cooling off" period described in clause 7.1 below and return the Device/s to Virgin Mobile in satisfactory condition (unopened and unused) Virgin Media will refund your Advance Payment to you.

**5.2 Instalments under this Agreement:** you must make equal Instalments and a final Instalment to cover any outstanding amount under this Agreement, as outlined in your Schedule (see clause 5.3 below). The first Instalment will be payable on the date set by Virgin Media.

**5.3 Your payments schedule (the "Schedule"):** a Schedule detailing the amounts due for payment under this Agreement will be available on "MyVirgin Media". You can see a copy of your Schedule online by registering and logging into your account on MyVirginMedia.

**5.4 Payment in full:** you must pay the amounts shown on the Schedule within 14 days of the dates shown by direct debit from a suitable bank account. If you do not pay the outstanding amounts in full and on time Virgin Media may block your use of the Services under your Pay Monthly Airtime Contract and we may terminate this Agreement and your Pay Monthly Airtime Contract by giving you the required statutory default notice in writing. Please let Virgin Media know as soon as possible if you think there is a mistake in your Schedule so that Virgin Media can check this.



**5.5 Late payment:** If you do not make your payments on time we may withdraw any discount we may have given to you for payment in advance or for any other reason.

**5.6 Other Charges:** In respect of the Services (but excluding the Device(s)), we may charge you for the following, in advance or otherwise, where applicable, including but not limited to: usage charges, cancellation charges, paper bill fee, itemisation fee and other miscellaneous Charges. If you want to change any of the Services agreed to, we may charge you a reasonable administration fee. Any such fees will appear on our website or in the other documentation that we provide to you. To the extent permissible by law, we may charge you a fee for not using a particular payment method or provide you with a discount for using a particular payment method.

## **6. Your Device/s**

**6.1 Implied terms:** This Agreement does not affect or exclude any term implied by law unless expressly stated. The legal title in the Device/s, including the risk of damage to or loss of the Device/s passes to you at the time the Device/s is delivered to you (subject to payment).

**6.2 Device/s warranty:** Your Device/s will be covered by a warranty provided by the manufacturer. Please see your manufacturer's warranty for more information. To the extent that repairs that are not covered by a manufacturer's warranty are performed by Virgin Media or an authorised repair partner on your Device/s, you shall compensate Virgin Media for any costs incurred in carrying out such repairs.

## **7. Your withdrawal rights**

**7.1 Cooling off:** If you purchased your Device/s on Virgin Media's website or through our telesales team, you have the right to withdraw from this Agreement, without giving any reason by notifying us within 14 days beginning with the day after the day on which this Agreement is made; or (if later) the date on which you receive the Device/s. If you do not exercise your right to withdraw, this Agreement will remain in full force and effect and its terms and conditions will bind you.

If you decide to withdraw from this Agreement during the cooling off period, we will treat this Agreement as if it had never been entered into. You should be aware that your Pay Monthly Airtime Contract will continue to remain in force and will not be automatically terminated.

You cancel your order for Device/s during the cooling off period by completing the online cancellation form at [www.virginmedia.ie](http://www.virginmedia.ie) or download the form and send it in by post to PO Box 11419, Blackrock, Co Dublin. You can also contact us via our Customer Care contact number at 1908.

To meet the cancellation deadline, it is sufficient for you to send your communication before your cooling-off period has expired. If you cancel your contract, we will reimburse to you all payments received not later than 14 days from the day we were informed about your decision to cancel your contract. You shall be liable for any usage during the cooling-off period.

**You can return your Device within your cooling off period, provided it is unused (seal still intact/box un-opened). Virgin Media reserves it right to refuse the return of the Device if it is used. You will be responsible for any damage and reduced value of the Device as a result of your opening, testing or playing with the Device.**

**7.2 Other withdrawal rights:** You may cancel this Agreement at any time for any reason subject to payment of all outstanding Instalments and Charges (if applicable) in respect of the Services.

## **8. Your right to end this Agreement**

**8.1** You can end this Agreement in a number of ways:

- a) by exercising your right to withdraw from this Agreement as described under clause 7 above;
- b) by exercising your right to discharge all of the outstanding instalments under this Agreement.

## **9. Virgin Media's right to suspend or end this Agreement**

9.1 As well as the consequences for you if you miss payments under this Agreement, Virgin Media may suspend or end this Agreement and require you to discharge any charges which are due, by giving any required statutory default notice in writing, if you:

- a) fail to pay any Instalments, fees, charges or other amounts due under this Agreement and/or any amounts due under your Pay Monthly Airtime Contract on the dates they are due;
- b) breach this Agreement or your Pay Monthly Airtime Contract in any other material way;
- c) (in the case of a breach which can be remedied) you do not remedy a breach under (a) – (b) above within the period specified in a default or similar notice we send you; or
- d) become bankrupt or unable to pay your debts or if an interim order in bankruptcy is presented or made, or you become apparently insolvent, have a proposal for a voluntary arrangement made in relation to you;
- e) die; or
- f) are convicted of an offence involving dishonesty.



**10. What happens if this Agreement is terminated:** you should be aware that if you terminate this, your Pay Monthly Airtime Contract will not be automatically terminated and will remain in full force and effect. You will be required to discharge any Instalments, fees, charges due under this Agreement in full without delay and, in any event, no later than 30 days after you give Virgin Media notice in accordance with this Agreement. If you terminate this Agreement, you must pay all outstanding Instalments on your Device/s in full.

**11. What happens if your Pay Monthly Airtime Contract is terminated:** you will not be able to use the Services and will be required to pay Virgin Media all unpaid call and other usage and administration charges in accordance with your Pay Monthly Airtime Contract. Virgin Media will also treat that as notice from you to terminate this Agreement and will have the right to require you to pay all outstanding Instalments under this Agreement immediately in full without delay, in any event, no later than 30 days after you gave Virgin Media notice to end your Pay Monthly Airtime Contract. Virgin Media will give you the required statutory notice of our intention to do this. In the event that Virgin Media is unable to perform its obligations under the Pay Monthly Airtime Contract for any reason, such non-performance will not give you the right to terminate or modify this Agreement and will remain in full force and effect.

## **12. Changes to this Agreement**

VM may change this Agreement at any time for security, legal or regulatory reasons. Virgin Media will notify you at least one month in advance of any change coming into effect.

## **13. Liability**

**13.1** In performing any obligation under this Agreement our only duty is to exercise the reasonable skill and care of a competent provider of telecommunications and television services.

**13.2 Exclusions:** we exclude all liability to you in any way for:

- (a) any losses where we are not at fault;
- (b) any loss of income, business or profits; or
- (c) any losses or damages which were not reasonably foreseeable when we entered into this Agreement

Nothing in this Agreement removes or limits our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentations we make.

**13.4 Things beyond our control:** we will not be liable to you if we are unable to perform any of our obligations under this Agreement because of something beyond our control. Such factors may include, but will not be limited to, acts of God, industrial action, war, terrorist act, governmental action, any act or decision made by court of competent jurisdiction, or delay, default or failure by a third party supplier or network operator.

## **14. Your details and how we look after them**

**14.1 How we use your data:** we may use and share your information, information relating to your performance under this Agreement and other information about you available to us (a) to identify you and consider your application for credit scoring, (b) to help us make informed business decisions, (c) to inform you about Virgin group products and services and (d) with any person within or outside of the European Economic Area to whom we (or our successors) transfer all or part of or an interest in respect of any of our rights or responsibilities under this Agreement. This could also involve the transfer of your information to a debt collection agency (see clause 5.6 above). We will otherwise never pass your information to anyone else outside of the Virgin group, except where we have your permission, where we are required or permitted to do so by law, to other companies who provide a service to us and any successors in title to our business.

**14.2 Recording:** We may monitor and record calls made to or by Virgin Media for monitoring and training purposes to and improve the services we offer. If your order is made through telesales this will be kept as a record of acceptance of the contract terms and conditions

**14.3 Credit check:** Virgin Media reserves the right to refuse to sell the Services to you if you do not pass our mobile credit scoring even if you are already an existing customer. We may carry out credit checks where necessary to help us confirm your identity and decide whether to accept your application. Based on the above, Virgin Media reserves the right to restrict the level of Devices we provide to you and only allow certain methods of payment. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account.

**14.4 Fraud protection:** if false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

**14.5 Insurance administrators:** if you have taken mobile insurance to cover your Device/s from Virgin Media, you give Virgin Mobile consent to provide your personal information to the policy administrators. Please refer to your insurance policy



documents for full details on how they will use your data. Where you have received a replacement Device/s of any make or model through any insurance claim, you must inform Virgin Mobile within 14 days of receipt of your replacement Device/s.

**14.6 Marketing consent:** we may also, subject to your consent, use your personal information to contact you with information about special offers and rewards (this may include special offers of other carefully selected companies). We may also disclose your personal information to other Virgin group companies so that they can contact you with information about their products and services where you have given us consent to do so. But don't worry, we won't share your details with companies outside the Virgin group for marketing purposes without your consent.

## **15. Disputes, Queries & Contacts**

**15.1** If you have a query or complaint that you would like to discuss, you can contact Customer Care by calling 1908, by writing to us at Customer Care, LEDP, Roxboro, Limerick or by emailing us via the customer care section of our website at [www.virginmedia.ie](http://www.virginmedia.ie). We will investigate any complaint in accordance with our complaints policy and will contact you with the result. We will always try to resolve your query as quickly as possible.

**15.2** If at the end of our Complaints process, you feel your complaint has not been properly deal with, you can contact the Commission for Communications Regulation (ComReg). ComReg is an independent statutory body set up to regulate the industry and to help resolve any problems with the Services we provide and the service you receive. For more information on how to refer a dispute or complaint to ComReg see [www.comreg.ie](http://www.comreg.ie)

## **16. General**

**16.1 Change of your details:** you must let us know straight away if you change your home address, email address or other contact details or if any information you have previously provided to us, including your direct debit payment details have changed by contacting our team on **1908**

**16.2 Notices:** where Virgin Media are required to provide you with statutory notices in paper form, Virgin Media will do so by sending such notices to your address as shown in this Agreement or such other address as you have notified to Virgin Media as being the address of your principal residence.

**16.3 Electronic communications:** except where the law requires otherwise, you agree that we may communicate with you and send you documents to your email address and via an online electronic system, which you can access online using a password and instructions provided to you by us. You must keep your password secure and inform us immediately if you suspect, or become aware, that your password has been lost or become known to a third party.

**16.4 Assignment:** this Agreement is personal to you and you may not transfer it or any of your rights and responsibilities under it without Virgin Media's written consent. Virgin Media may transfer any of our rights and responsibilities without your permission.

**16.5 No waiver:** if you breach this Agreement and we do not take action against you in connection with that breach at the time, this does not prevent us from taking action against you in the future.

**16.6 Enforceability:** if any term of this Agreement is found to be unenforceable, it will not affect the enforceability of any of the other terms.

**16.7 No third party rights:** this Agreement does not confer any benefit on any third parties

**16.8 Law:** this Agreement is governed by Irish law and is subject to the exclusive jurisdiction of the courts of Ireland.