

The WiFi Guarantee Service from Virgin Media

Applicability

1. These following terms and conditions govern the use of the WiFi Guarantee Service (the “**WiFi Guarantee Service Terms and Conditions**”) and are in addition to the General Terms and Conditions <https://www.virginmedia.ie/terms/terms-and-conditions/> (the “**General Terms and Conditions**”). In the event of inconsistency with the General Terms and Conditions, these WiFi Guarantee Service Terms and Conditions take precedence in relation to the WiFi Guarantee Service.
2. You can cancel your WiFi Guarantee Service at any time, just give us 30 days’ notice. In addition to the rights Virgin Media have under the General Terms and Conditions, Virgin Media has the right to discontinue the WiFi Guarantee by giving you 30 days’ notice.
3. Customers have the right to cancel the WiFi Guarantee Service at any point if they do not get WiFi signal and throughput download speeds of at least 30Mb after installing all three Smart WiFi Pods and following the process in the ‘**How does it work**’ Section of these Terms and Conditions. Your Virgin Media Broadband Service will continue if the WiFi Guarantee Service is cancelled.
4. When you purchase services from Virgin Media through our website, field agents or by telesales you have the right to cancel your contract without any reason and without penalty within 14 days from the day of the conclusion of your contract, the delivery of your equipment or activation of your services, whichever is the later, under the EU (Consumer Info, Cancellation and Other Rights) Regulations 2013. To exercise this right to cancel you can complete our online form at [virginmedia.ie/webcancellationform/](https://www.virginmedia.ie/webcancellationform/), contact us by post at Virgin Media Ireland Limerick Enterprise Development Park, Roxboro Road, Limerick or call our customer care team on 1908 within the 14-day period.
5. If you request that your services are started during your cancellation period, you shall be liable for an amount which is in proportion to what has been provided up to the point you cancelled your order in comparison with your full contract, together with any chargeable usage. To meet your cancellation deadline you will need to send your communication before your cooling-off period has expired. Any refund due to you (less deductions due to Virgin Media) shall be made

by cheque and arranged within 14 days of the date of return of the equipment to Virgin Media. If you do not return your equipment a charge of €30 per pod will apply. If you have any queries regarding the return of any equipment you have received from us please contact customer care at 1908.

6. All equipment remains the property of Virgin Media. It must be returned to us upon request or a charge may apply in accordance with the General Terms and Conditions.

7. The WiFi Guarantee Service is an add-on service in addition to your Virgin Media Broadband Service. The cost of your WiFi Guarantee Service is in addition to the price payable by you for your Virgin Media Broadband Service.

Availability and Eligibility:

8. The WiFi Guarantee Service is only available to Virgin Media residential broadband customers and subject to stock availability.

9. In order to avail of the Virgin Media WiFi Guarantee Service, you must be a new customer to Virgin Media taking a Broadband product or an existing Virgin Media Broadband customer in the Republic of Ireland.

10. Termination of your Virgin Media Broadband Service for any reason will result in the termination of your WiFi Guarantee Service and you will no longer be eligible for the WiFi Guarantee Service. Suspension of your Virgin Media Broadband Service will result in the suspension of your WiFi Guarantee Service also.

11. In order to receive the WiFi Guarantee Service, you require a Virgin Media Hub 1 or the Virgin Media Hub 2 (Broadband Modem). Subject to these WiFi Guarantee Service Terms and Conditions, if you have an older Virgin Media Broadband Modem, a newer version will be provided at no extra cost.

12. You will receive one Smart WiFi Pod initially. Availability of additional Smart WiFi Pods is subject to the terms of our WiFi Guarantee Service (see below).

Home environment, broadband network, device limitations, number of users and time of day may affect WiFi performance. User speed varies with distance and depends on the Smart WiFi Pod and Hub location.

13. Eligibility for the WiFi Guarantee Service will be dependent on geographical location and will be confirmed at point of sale by Virgin Media. Certain geographical locations on the Virgin Media network are limited to a maximum speed of 30Mb and customers residing in these geographical locations are not eligible.

14. Delivery dates for equipment are subject to availability and could take over 30 days in busy periods.

The WiFi Guarantee Service

15. The WiFi Guarantee Service from Virgin Media is a service that, subject to these Wi-Fi Guarantee Service Terms and Conditions, offers our Broadband customers a minimum download speed of 30Mb in every room of their home with our Smart Wi-Fi Pods, or a one off €50 credit on your next bill.

16. The WiFi Guarantee only applies when your Virgin Media Hub is connected to the internet and does not extend to broadband faults or network outages. Virgin Media does not guarantee fault free performance of Broadband Services.

17. The WiFi Guarantee Service excludes the following: ○ Residential addresses in geographical locations on the Virgin Media network that are limited to a maximum speed of 30Mb from an existing Virgin Media Broadband Service.

○ Home WiFi speed tests using a VPN connection (which may unduly cap the speed reported, and not be reflective of the actual speed delivered to the device by the Smart WiFi Pod(s);

○ exterior buildings (including, but not limited to, garages, sheds and garden offices);

○ unconverted loft (one that is unfurnished);

○ outside of the home;

- if you caused a fault, for example, incorrect use of devices, in-home wiring;
- failure to follow our reasonable instructions;
- instances where we reasonably suspect that a claim is fraudulent, frivolous or vexatious;
- instances where you fail to inform us of any known restrictions within your control that would limit our ability to rectify the Home WiFi speed issue;
- whilst your Virgin broadband service is being upgraded (e.g. speed increase)

18. Up to two additional Smart WiFi Pod can be provided at no additional cost, plus a visit from one of our technicians, if needed to obtain minimum 30MB download speeds within your home.

How does it work?

19. When you subscribe to the WiFi Guarantee Service, you will initially receive via courier one Smart WiFi Pod for self-install. Once you've set up your Smart WiFi Pod to your Virgin Media Hub in your home as explained in the accompanying instructions, you can test the speed of your home WiFi by following the instructions set out at point **25** below. [<https://www.speedtest.net/>]

20. If you don't receive a WiFi download speed of at least 30Mbps in every room of your home, you can contact us by visiting online at www.virginmedia.ie or calling [1908] (the "Contact Number"). We will run some diagnostic checks and if eligible we will send you a second Smart WiFi Pod.

21. If once you've set up the second Smart WiFi Pod you are still unable to receive a Home WiFi download speed of at least 30Mbps in every room, you can contact us again on the Contact Number and we will carry out further diagnostic tests. If eligible we'll send you a third (and final) Smart WiFi Pod.

22. If you're still unable to receive a home WiFi download speed of at least 30Mbps in every room after installing your third (and final) Smart WiFi Pod, you should contact us again on the Contact Number and we will run further diagnostic checks and we may send an engineer to your home to check the Smart WiFi Pods are positioned in the best place in your home to provide the optimum home WiFi signal. You agree to provide our engineer with access to your home on the day agreed for the visit.

23. If you still don't receive an in home WiFi download speed of at least 30Mbps in every room, we shall provide you with a one-off credit of €150 on your next Virgin Media bill (one per household). The one-off credit of €150 will be applied by contacting the Customer Service centre on the Contact Number provided

24. Claiming the one-off credit: In the event that a credit is available, you may choose to (1) cancel the WiFi Guarantee Service and return the Smart WiFi Pods. You will be provided a €150 once-off WiFi guarantee credit that will be added to your Virgin Media bill; or (2) continue with the WiFi Guarantee Service and still receive the €150 once off WiFi guarantee credit. No further credit or payment will be provided under either option.

Virgin Media will replace any Smart WiFi Pods it deems to have a manufacturing defect at no cost.

25. How can I test the Home WiFi signal strength in each room of my home?

- You can test the WiFi signal strength in your home by going to: <https://www.speedtest.net>
- Before you press 'Go' please ensure that you're standing in the middle of the room that you want to check the home WiFi signal strength. If you are receiving a 'weak' home WiFi signal strength of 30MB please contact us.

26. Information collected as part of the WiFi Guarantee

We need to use information about the Smart WiFi pods connected to your Hub and your connectivity experience (for example slow WiFi speeds or signal drop outs) so we can best manage your service. We use this and personal information related to the service in accordance with our privacy policy. A copy of which can be found on our website at <https://www.virginmedia.ie/terms/privacy-policy>

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