

Virgin Media NUAR Hub Terms of Use

This information is made available to you on the terms set out below:

1. Virgin Media does not warrant that the information provided to you is correct or complete. You rely upon it at your own risk.
2. Virgin Media does not exclude or limit its liability if it causes the death of any person or causes personal injury to a person where such death or personal injury is caused by its negligence.
3. Subject to paragraph 2, Virgin Media has no liability to you in contract, in tort (including negligence), for breach of statutory duty or otherwise for any loss, damage, costs, claims, demands, or expenses that you or any third party may suffer or incur as a result of using the information provided whether for physical damage to property or for any economic loss (including without limitation loss of profit, loss of opportunity, loss of savings, loss of goodwill, loss of business, loss of use) or any special or consequential loss or damage whatsoever.
4. The information about Virgin Media's network infrastructure provided to you (including but not limited to the intellectual property rights in such information) belongs to and remains the property of Virgin Media. You must not alter it in any respect.
5. You agree that data relating to Virgin Media's network infrastructure constitutes confidential information and it shall be kept secure and confidential and only disclosed to staff, professional advisers and contractors on a need to know basis and that such individuals shall not use information about Virgin Media's network infrastructure for any purpose other than:
 - a) safe digging, on site efficiency, site planning, the avoidance of utility strikes and undertaking statutory duties in respect of the design, construction, maintenance, operation or improvement of underground assets under sections 79-82 of the *New Roads and Street Works Act 1991*; and / or
 - b) carrying out safe working practices under the *Health & Safety at Work etc. Act 1974*.
6. You acknowledge and agree that monetary damages may not be a sufficient remedy for unauthorised use and disclosure of data belonging to Virgin Media and agree that Virgin Media may be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction concerning any threatened or actual breach of any of the provisions of these Terms of Use or breach of the NUAR Hub Terms of Use.
7. You agree not to utilise, reverse engineer, separate or otherwise tamper with any data made available to you on the NUAR Hub so that the data can be extracted and used for a purpose beyond the purpose set out in paragraph 5 above.
8. You agree to use adequate technological and security measures (at least as comprehensive as the precautions you take to protect your own confidential information) to ensure that your access to the NUAR Hub and information relating to Virgin Media's network infrastructure is secure from unauthorised use or access.
9. You are responsible for ensuring that the information made available to you is passed to those acting on your behalf, also on a need to know basis for the purpose set out in paragraph 5 above, and that all such persons are made aware of and comply with the contents of these Terms of Use.
10. Because the information provided to you may not be accurate, you are recommended also to ascertain the presence of Virgin Media Network Infrastructure by identifying the presence of badged

surface apparatus/street furniture and/or by the digging of trial holes. ***Trial holes should be dug by hand only*.**

Excavations must be carried out in line with the Health and Safety Executive guidance document HSG 47. Virgin Media will not undertake this work. A copy of HSG 47 can be obtained from the Health and Safety Executives website.

11. All Virgin Media discovered infrastructure/apparatus must be considered to service active customers and must not be cut, re-sited, suspended or interfered with unless specially authorised in writing by Virgin Media.

12. All apparatus belonging to Virgin Media remains so even when it appears to be disconnected or stranded plant or abandoned and any such apparatus shall be reported to Virgin Media.

13. Where your works are likely to affect Virgin Media apparatus, an estimate of the price of any protective /diversionary works can be prepared by contacting Virgin Media Diversionary Works at:

1 Dove Wynd Strathclyde Business Park.
Bellshill
ML4 3AL

0800 408 0088 option 1

14. You are responsible for the security of the information provided to you. It must not be given, sold or made available (whether upon payment of a fee or not) to a third party.

15. If in carrying out work on land in, on, under or over which Virgin Media infrastructure/apparatus is installed, you and/or anyone working on your behalf cause damage (however slightly) to that infrastructure/apparatus, you must inform Virgin Media immediately by contacting our damage team on 03330005925 Option 6, providing;

- your name, address and telephone number;
- the date, time and place at which such damage was caused;
- a description of the electric line and/or electrical plant to which damage was caused;
- the name of the person whom it appears to you is responsible for that damage;
- the nature of the damage.

16. On termination or expiry of your NUAR Hub licence (or at Virgin Media's request if earlier), you will as soon as reasonably practicable destroy (or at Virgin Media's request) return all copies of documents that include information about Virgin Media's network infrastructure in your possession, custody or control and you shall procure that all your staff, professional advisers and contractors do the same.

17. You agree that these Terms of Use shall be governed by and construed in accordance with English law and agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms of Use or its subject matter or formation (including non-contractual disputes or claims).