



# TERMS & CONDITIONS

## of your Sky Subscription Agreement

### IMPORTANT INFORMATION

The information contained within the relevant Your Guide to Sky, your Sky Package and Price flyer, your Contract Form and these Terms and Conditions together comprise your subscription Agreement with Sky. Please read all relevant terms and conditions carefully. When you or a third party:

- allow installation of Sky Satellite Equipment at the Premises to commence you are accepting the terms and conditions that relate to its supply and installation.
- activate your Sky Viewing Card(s) it is deemed your acceptance of all terms and conditions that apply to you.

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**[sky.com/business](https://www.sky.com/business)**

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## ABOUT THIS BOOKLET

This booklet contains the **Standard terms and conditions of your Sky Business subscription agreement**. Sky has sole discretion as to which subscription agreement applies to your Premises. Some of the terms apply only to certain types of Sky Business subscription agreements as indicated. In addition, you will find the following terms which may apply to you depending on your subscription type:

- **Free or discounted Sky Satellite Equipment Offer terms and conditions** apply if you are taking up a free or discounted Sky Satellite Equipment offer. Any such offer will be made separately.
- **Standard Installation terms and conditions** apply to you if you ask Sky to arrange the installation of your equipment.
- **Sky Box Office standard terms and conditions** apply to all Sky Business subscribers.

# STANDARD TERMS AND CONDITIONS OF YOUR SKY SUBSCRIPTION AGREEMENT

## 1. Agency and Status

In this Agreement Sky Subscribers Services Limited ("SSSL") is acting as principal for itself and as agent for British Sky Broadcasting Limited ("BSkyB"). All references to "Sky", "we" or "us" in this Agreement shall, unless the context otherwise requires, mean BSkyB. All references to SSSL shall mean SSSL acting as principal. All references to "you" shall mean the Customer.

## 2. Definitions

In these Conditions:

**3D Channel:** the 3D channels that Sky supplies and/or retails and makes available to you under the 3D Service;

**Additional Services:** the provision of additional programming and other services via the Extra Capacity, which may include advertising;

**Add-On HD Channel:** any Sky HD Channel which Sky supplies or retails and which you may choose to add to your Sky HD Service for an additional charge;

**Add-On Premium Channel:** a channel which, if offered to you, you may choose to include for an additional charge in your Service, and the charge may vary depending on the Option selected;

**Agreement:** together the Your Guide to Sky, your Sky Package and Price flyer, your Contract Form and these terms and conditions;

**Cabins:** means all cabins or other rooms (not being Communal Areas) in the Premises which can be used as bedrooms on the Premises (regardless of whether they contain a television set or screen), together with any offices or similar rooms used for business purposes (not being Communal Areas) in the premises which contain a television set or screen on which the Channels can be seen and/or heard pursuant to this Agreement;

**Channels:** the channels we include in the Sky Entertainment Package (if any), Sky Base Pack (if any), Sky Ultimate Pack (if any), the Premium Channels (if any), Sky HD Channels or any other pack made available by us from time to time, and (if any) any bonus or other free channels or Add-On Premium Channels or Add On HD Channels or any 3D Channels we may offer you under this Agreement;

**Communal Area(s):** means a public or common room, area or place within the Premises (including without limitation bars, restaurants, television lounges and cinema lounges) containing any means whereby the Service can be seen or heard;

**Contract Form:** the form which sets out your details and your chosen Option. This will either be signed by you or sent to you with your welcome letter if you join Sky over the phone or online;

**Customer:** the person, company or business entity set out as such in the Contract Form of the Agreement. If you are an individual you must be 18 or over to enter into this Agreement;

**Encoding Equipment:** Equipment procured by the Customer, for which Sky has no responsibility whatsoever, which converts the output from a Sky Box into an IP signal suitable for distribution over the LAN at the Premises;

**Extra Capacity:** any hard disc storage capacity which is in excess of the personal storage capacity stated on the Sky+ Box or Sky+HD Box;

**Golf Club:** an organisation (municipal or private) which includes in its premises or grounds a golf course and clubhouse for the use of its members or by the general public;

**HD Ready:** a product bearing the HD Ready label that has an HDMI input. For full technical requirements of the HD Ready label please refer to page 25;

**Hotel:** means a hotel, motel, guest house, boarding house and any establishment similar to any of the foregoing where the primary purpose of the establishment is to operate as a hotel offering bedroom accommodation for paying guests (excluding Serviced Apartments);

**Hotel Premises:** means the Hotel details of which are set out in the Contract Form of the Agreement;

**IP:** Internet Protocol: the language protocol by which computers communicate with each other;

**IPTV Channels:** the digital channels and services, which Sky make available to you from time to time under this Agreement via IPTV SMATV System;

**IPTV Point:** means a computer with a monitor or screen at the Premises, connected to an IPTV SMATV System, on which the Channels can be seen and/or heard when a "User" is logged onto the LAN;

**IPTV SMATV System:** a telecommunications system consisting of a single head end and Encoding Equipment serving only the Premises, re-distributing television programme services to two or more IPTV Points within such Premises using Internet Protocol

("IP") over a secure and Local Area Network ("LAN");

**LAN:** Local Area Network. Local Area Network is a network of client computers, and management server(s) on the Premises which operate in a closed, secure IT environment where each computer uses Network Address Translation to describe each computer with an IP address which are not visible to computer and other computing equipment outside the LAN;

**LNB:** low noise block;

**Media Player:** Media Player is a software programme which allows a computer to consume and play out audio visual programming which has been distributed in a digital form;

**Minidish:** the dish enabling reception of digital satellite broadcasts;

**Minimum Term:** 12 months from the date this Agreement first commences unless varied by the relevant Your Guide to Sky, Sky Package and Price Flyer or the terms and conditions of any promotional offer made to you;

**Offshore Installation or Ship:** means oil rigs, stabilised accommodation units ("Floatels"), other offshore installations, HMS ships, MOD vessels, fishing boats, supply boats, yachts and RFA vessels within the Territory. They do not apply to ferries or cruise liners or any other type of premises;

**Offshore Point(s):** means all Cabins and Communal Areas, save that where a Cabin or Communal Area has more than one Sky Box in it then such Cabin or Communal Area shall be charged on a per Sky Box basis. For example where a Cabin has two Sky Boxes, it shall count as 2 Offshore Points;

**Option:** any of the channel package options offered with your subscription (if any) e.g. Sky Base Pack (if any), Sky Ultimate Pack (if any), the Premium Channels (if any), the HD Pack (if any) and (if any) any bonus or other free channels or Add-On Premium Channels or Add-On HD Channels or 3D Channels we may offer you under this Agreement, or the Channels you select from a menu of channels offered (if any) under a SMATV agreement (which may or may not be available to your Premises) which comprise your Option and/or any other channel package option we may offer to you;

**Point:** means either (i) a television set or screen (excluding any computer with a monitor or screen) at the Premises connected to a SMATV system on which the Channels can be seen and/or heard, or (ii) in the case of the Offshore Installation and Ships Agreement or Sky for Yachts Agreement, an Offshore Point;

**PPV:** pay per view, also known as Sky Box Office;

**Premium Channels:** the channels listed in the channel package information section as Premium Channels and/or any other channel Sky may offer to you as a Premium Channel (but this does not include any Add-On Premium Channels or Add-On HD Channels). Availability of Premium Channels will depend on the type of Sky Business Agreement you are offered;

**Premises:** the details of which you have provided to us in the Contract Form of the Agreement;

**PVR functionality:** personal video recorder functionality;

**Rooms:** means:

- (i) bedrooms for guests or staff in the Hotel Premises; and
- (ii) offices or similar rooms used for business purposes and which contain a television set or screen on which the Channels can be seen and/or heard pursuant to this Agreement, such rooms not being accessible to the public;

**RV Pricing Policy:** the pricing structure applied by Sky to certain sectors of customers including Pubs and Clubs in the UK and Northern Ireland, betting premises, golf clubs and holiday parks in the UK and any other customer type which has its Subscription Payment based on its government non-domestic rating system;

**Service:** the Options that you receive under this Agreement and, if any are offered, any Add-On Premium Channels (or Add-On HD Channels, if applicable) that you choose to receive and also includes the Sky HD Service and/or the Sky+ Service and/or the Sky 3D Service if these are made available to you and chosen to be received by you;

**Serviced Apartment:** means any establishment where the primary purpose is to provide self catering, vacation rentals, temporary self catering accommodation or corporate housing;

**SHS:** Sky In-Home Service Limited;

**Sky 3D Service:** the 3D Channel(s) that you are eligible to receive;

**Sky Base Pack:** a pack of basic channels we may offer from time to time (currently known as Sky Base and/or Sky Base 2). This does not include any bonus or other free channels or any Add-On Premium Channels, Add-On HD Channels. Availability of the Sky Base Pack will depend on the type of Sky Business Agreement you are offered;

**Sky Box:** a SkyHD Box or Sky+HD Box as appropriate;

**Sky+ Box:** an authorised digital satellite decoder which is capable of using a conditional access (encryption) system chosen by

Sky and which, when enabled for the Sky+ Service is equipped to provide PVR functionality.

**Sky+HD Box:** an authorised digital satellite decoder which is capable of using a conditional access (encryption) system chosen by Sky and which, when enabled for the Sky HD Service, is equipped to receive Sky HD Channels, and when enabled for the Sky+ Service is equipped to provide PVR functionality.

**SkyHD Box:** an authorised digital satellite decoder which is capable of using a conditional access (encryption) system chosen by Sky and which, when enabled for the Sky HD service, is equipped to receive Sky HD Channels;

**Sky HD Channels:** any HD channels that Sky supplies and/or retails and makes available to you under the Sky HD Service.

**Sky+HD Satellite Equipment:** the Sky+HD Box, HD remote control and any other equipment SHS supply for use with the Sky+HD Box (e.g. Minidish and cabling up to 1 metre of single length of HDMI to HDMI cable);

**Sky HD Service:** the Sky HD Channels (also known as the HD Pack) that you are eligible to receive based on the underlying option that you subscribe to, together with any Add-On HD Channels chosen by you;

**Sky Entertainment Package:** the package of basic digital channels and services which Sky may or may not offer to you from time to time under this Agreement. This does not include the Premium Channels or any bonus or other free channels or any Add-On Premium Channels or Add-On HD Channels. Availability of a Sky Entertainment Package will depend on the type of Sky Business Agreement you are offered;

**Sky In-Room Service:** a service provided by Sky whereby Customers will have the right to receive the applicable Service via a Sky Box in each Room or Cabin (as applicable);

**Sky Licence** (applies only to Premises that are licensed to sell alcohol and that are situated in the United Kingdom and Republic of Ireland): the licence you will be sent to display in your Premises which will show your entitlement to receive the Service;

**Sky Satellite Equipment:** either the Sky Standard Satellite Equipment and/or Sky+HD Satellite Equipment as applicable;

**Sky+ Service:** the enablement and provision of PVR functionality to your Sky+HD Box;

**Sky Standard Satellite Equipment:** comprises of a SkyHD Box, a minidish, a LNB, a relevant Sky remote and an HDMI cable;

**Sky Subscription Agreement:** the commercial subscription agreement you entered into that enables you to receive the applicable Service at the Premises;

**Sky Ultimate Pack:** all the channels included in Sky Base Pack and certain Premium Channels, bonus or other free channels but does not include any Add-On Premium Channels or Add-On HD Channels. Availability of a Sky Ultimate Pack will depend on the type of Sky Business Agreement you are offered;

**SMATV System:** A telecommunications system consisting of a single satellite head end and serving only the Premises; retransmitting television programme services to two or more Points, Rooms or Offshore Points (as applicable) within such Premises using a distribution system;

**Staff Rooms:** rooms or areas within the Premises used by employees or workers, being rooms to which the public do not have access and from which members of the public would be unable to view and/or hear the Channels;

**Streaming:** The linear distribution of programming over IP to Users for display on a computer device on a network;

**Term:** the period during which this Agreement continues;

**Territory:** United Kingdom of Great Britain including Northern Ireland, Channel Islands, Isle of Man or, where applicable, Republic of Ireland (including the surrounding territorial waters and licensed oil rigs in each case);

**User:** means an employee or worker located at the Premises whom the Customer has nominated and enabled as one of the eligible recipients of the Service;

**Viewing Card:** the card(s), which when used with a Sky Box or Sky Boxes, will allow you to receive the Service.

### 3. Term

- 3.1 This Agreement shall begin on the date on which you are first authorised by Sky to receive the Service and shall continue, as a minimum, for the Minimum Term subject to Condition 17. This Agreement shall continue after the Minimum Term until either party ends it in accordance with its terms.
- 3.2 Conditions 8, 9 and 12 shall continue to apply to you after the date on which this Agreement ends if you do not return your Viewing Card (or all of them, if more than one) to SSSL or if SSSL does not make them all invalid (save that SSSL shall have no obligation to provide new or replacement Viewing Cards to you after the Term).
- 3.3 For the avoidance of doubt for each new Agreement you enter into, a new Minimum Term shall apply in respect of that Agreement regardless of whether an existing or new contract/account number is allocated to you.

## 4. Rights

### APPLIES TO SUBSCRIBERS TO DTH AGREEMENTS ONLY

- 4.1 This Agreement gives you the right during the Term to receive the Service applicable to you at the Premises via digital satellite equipment using Viewing Card(s) provided to you under this Agreement and to exhibit the Services only within the Premises as permitted by this Agreement and only on television sets or screens. Nothing in this Agreement shall give you the right to distribute, exhibit or otherwise show any of the Channels in the Service otherwise (including but not limited to via a computer terminal or similar equipment) or in any other area of the Premises. You will notify us in respect of how many televisions are linked to a Sky Box if requested by Sky. You will observe all restrictions on distribution or exhibition of any of the Channels in your Service that are set out in this Agreement or otherwise notified to you by Sky from time to time. This includes (but is not limited to) restrictions on the viewing of Channels or particular programmes by the public and includes (but not limited to) restrictions on the use of the PVR functionality to record and play back Channels. Sky may at any time impose or change restrictions on the viewing of any Channels or particular programmes including but not limited to restrictions on any recording playing back or viewing in any areas of the Premises.

### APPLIES TO SUBSCRIBERS TO SMATV AGREEMENTS (EXCLUDING HOTEL ROOMS AND OFFICE IPTV SMATV) ONLY

- 4.2 This Agreement gives you the right during the Term to receive the applicable Service at the Premises via digital satellite equipment using Viewing Card(s) provided to you under this Agreement and simultaneously to retransmit the Service via a SMATV System to Points within the Premises for viewing of the Service. The Service may be viewed only on television sets or screens. Nothing in this Agreement shall give you the right to distribute, exhibit or otherwise show any of the Channels in the Service otherwise (including but not limited to via a computer terminal or similar equipment) or in any other area of the Premises.

### APPLIES TO SUBSCRIBERS TO HOTEL ROOMS, HOTEL SKY IN-ROOM SERVICE AND HOTEL BAR AGREEMENTS ONLY

- 4.3 This Agreement gives you the right during the Term to receive the applicable Service at the Hotel Premises via digital satellite equipment using Viewing Card(s) provided to you under this Agreement and:
- (a) simultaneously to retransmit the Rooms Service (as such term is defined in Clause 6.13) via a SMATV System only to Rooms in the Hotel Premises for viewing only on television sets or screens; and
  - (b) if you are a Bar Customer to exhibit the Bar Service (as such term is defined in Clause 6.13) only within the Bar(s) and only on television sets or screens; and
  - (c) if you are a Sky In-Room Service Customer to exhibit the Sky In-Room Service (as such term is defined in Clause 6.13) only within the Rooms and only on television sets or screens.

Nothing in this Agreement shall give you the right to distribute, exhibit or otherwise show any of the Channels in the Service otherwise (including but not limited to via a computer terminal or similar equipment) or in any other area of the Hotel Premises.

- 4.4 You will observe all restrictions on distribution or exhibition of any of the Channels in your Service that are set out in this Agreement or otherwise notified to you by Sky from time to time. This includes (but is not limited to) restrictions on the viewing of Channels or particular programmes by the public or in any type of room or area of the Hotel Premises (which may include the Bar(s) for Bar Customers) and includes (but not limited to) restrictions on the use of the PVR functionality to record and play back Channels. Sky may at any time impose or change restrictions on the viewing of any Channels or particular programmes including but not limited to restrictions on any recording playing back or viewing in any areas of the Premises.
- 4.5 Subject to any restrictions on distribution or exhibition, you must distribute all of the Channels in your Rooms Service in full at all times to every Room in the Hotel Premises with the exception of those Rooms which have the Sky In-Room Service. If you cancel your Sky In-Room Service in any Room (e.g. from 10 Rooms to 9 Rooms) this must be replaced with a SMATV service for that Room, i.e. all Rooms must have either SMATV Hotel Rooms Service or the Sky In-Room Service. For the avoidance of doubt, where any Channel in the Rooms Service has a number of multiplexes, the obligation to distribute all of the Channels in full applies to each multiplex, save that you will only be required to distribute those multiplexes for which you have requested Viewing Cards.

## APPLIES TO SUBSCRIBERS TO OFFICE IPTV SMATV AGREEMENTS ONLY

- 4.6 This Agreement gives you the right during the Term to receive the applicable Service at the Premises via digital satellite equipment using Viewing Card(s) provided to you under this Agreement and simultaneously to retransmit the Service via an IPTV SMATV System to IPTV Points within Staff Rooms 'including on User desks' for viewing of the Service. The Service may be viewed only on computer monitors or screens. Nothing in this Agreement shall give you the right to distribute, exhibit or otherwise show any of the Channels in the Service otherwise (including but not limited to, via a Plasma screen or other viewing equipment) or in any other area of the Premises.
- 4.7 (a) You will observe all restrictions on exhibition of any of the Channels in your Service that are set out in this Agreement or otherwise notified to you by Sky from time to time. This includes (but is not limited to) restrictions on the viewing of Channels or particular programmes in any type of room or area of the Premises. Sky may at any time impose or change restrictions on the viewing of any Channels or particular programmes including but not limited to restrictions on any viewing by the public or in any areas of the Premises.
- (b) If your chosen Option includes any of Sky's Premium Movie Channels or any of the Sky Entertainment Package Channels (or any other channels) that are identified as being for non-communal viewing only, you must not show or exhibit in any manner any of those Channels in any public areas of the Premises. You may only show those Channels in non-communal areas at the Premises.
- 4.8 Nothing in this Agreement gives you the right to distribute the Service via a SMATV Agreement into areas of the Premises:
- (a) that are licensed under the Licensing Act 2003 to operate as a public house, bar, club, or
- (b) in which the main activity is the supply of alcohol and/or food to the general public, or
- (c) in which members of the public can consume alcohol and/or food that has been supplied or sold on the Premises
- 4.9 Nothing in this Agreement gives you the right to receive or exhibit in the Premises or elsewhere any PPV services or any programmes included in the Channels that are designated by Sky as PPV. If you are offered and wish to purchase any PPV programmes or events from Sky, each purchase will be on the relevant PPV service's standard terms (available separately). You authorise Sky to charge any payment for such PPV programmes or events under your direct debit or credit card instruction (your "payment instruction").
- 4.10 The distribution must be without interruption, time delay, addition, commercial or other insertion (including without insertion of any on-screen prompt or icon or audio insertion) or inclusion of supplementary material or content (including by inserting or overlaying any image or visual or audio material on to the Channels or on to the television screens at the same time as the Channels are present). Without prejudice, the Channels must also be exhibited in full (without reduction in size or overlaying) on the entirety of the television set or screen.

## APPLIES TO SUBSCRIBERS TO OFFSHORE INSTALLATION AND SHIPS AGREEMENT, AND SKY FOR YACHTS AGREEMENT ONLY

- 4.11 Subject to any restrictions on the distribution or exhibition, you have the right to distribute the Channels (subject to any viewing restrictions) in your Option to every Cabin and Communal Area within each Premises, on television screens only, without interruption, time delay, addition, commercial or other insertion, and for the avoidance of doubt, without reduction in size or the overlaying of any other material. Where any Channel in your Option has a number of "multiplexes" this provision will apply to each "multiplex". You will not cause or permit the distribution or re-transmission of the Channels in your Option to any third party nor will you cause or permit the distribution or re-transmission of the Channels in your Option other than within the Premises. You will, or will arrange to, install and maintain at your own cost and expense all equipment required to comply with this condition.
- 4.12 The definition of Channels may also include the Channel "Sky News International" if chosen by you. Sky acknowledges that the Premises may leave the Territory and confirms that you will not be in breach of your Agreement with Sky provided that the only Channel that may be distributed or exhibited in the Premises, Cabins and Communal Areas, whilst outside the Territory is Sky News International, no other Channels may be distributed or exhibited in the Premises whilst outside the Territory.
- 4.13 In respect of oil rigs, if you cancel the Sky In-Room Service (also referred to as "Box per Cabin") in any Cabin this must be replaced with a SMATV System (also referred to as "Multipoint Distribution") for that Cabin, to ensure that the Service is available in 100% of Cabins at all times.
- 4.14 You shall only select one channel Option across each of the Premises, irrespective of the distribution system in use.
- 4.15 Without Sky's prior written agreement, you are not permitted to use the Service for any commercial purpose or for financial gain other than as reasonably contemplated by the ordinary use of the Service in your Premises type, to

include (without limitation) creating any commentary, compiling statistics or data, news reporting, information or editorial services.

## 5. Your Obligations

5.1 You warrant and represent that:

- (a) the Premises is carrying out and shall throughout the Term carry out the business or activity which was being carried out when you entered into this Agreement; and
- (b) the Premises is and shall through the Term be situated in the Territory; and
- (c) you shall give written notice to Sky within 14 days of any change of business use or activity of the Premises coming into effect. On receipt of such notice we will review whether the Agreement you are subscribing to is appropriate for your Premises type and take action as appropriate, and
- (d) you shall have in place throughout the Term all licences, rights, clearances and consents (together "consents") required from time to time to receive the Channels and to exhibit them within the Premises, including (but not limited to) all consents required for the public performance of any of the relevant Channels in the Premises. You agree to produce copies of any such consents to Sky on request.

### APPLIES TO SUBSCRIBERS TO ALL SMATV AGREEMENTS

- 5.2 You must accurately list the number of Rooms or Points or IPTV Points at the Premises in the Contract Form of this Agreement. You may only show the Service at the number of Rooms or Points or IPTV Points that you have notified to Sky.
- 5.3 If the number of Rooms or Points or IPTV Points in the Premises is to increase at any time, you must give Sky at least 14 days' prior written notice of such increase, including the date on which such increase will occur. If you have failed to give such notice Sky may choose to remedy your breach by giving you the right to distribute the Service to such Rooms or Points or IPTV Points retrospectively but nothing in this Agreement shall oblige it to do so. If Sky does choose to do so, then on receipt of a written demand from Sky, you will immediately pay the monthly Subscription Payments applicable to the previous period in which the Service has been supplied to such Point(s) together with interest at the annual rate of 2% above HSBC's base rate from time to time on the Subscription Payments for such period, compounded monthly.
- 5.4 You must give Sky at least 14 days prior written notice of any decrease in the number of Rooms or Points or IPTV Points at the Premises. The number of Rooms or Points or IPTV Points must not decrease to less than 2.

### APPLIES TO SUBSCRIBERS TO OFFICE IPTV SMATV AGREEMENTS ONLY

- 5.5 You warrant and represent that throughout the Term the Premises has an IPTV SMATV System and the Service will be distributed to two or more IPTV Points within the Premises only by such IPTV SMATV System;
- 5.6 You will procure, install and maintain at your cost and expense all equipment, including the Encoding Equipment required to perform and comply with this Agreement, and have all consents needed for the operation and maintenance of such equipment.
- 5.7 You must accurately list the number of IPTV Points at the Premises in the Contract Form of this Agreement. You may only show the Service at the number of IPTV Points that you have notified to Sky. The number of Users must not exceed the number of IPTV Points. You must have suitable network security, log in authentication systems and/or Digital Rights Management in place to ensure only the Users can access the Service.
- 5.8 You must ensure that your LAN is secure and that the Service can not be distributed to any other third party not on the Premises or to a computer not defined as an IPTV Point.

### APPLIES TO SUBSCRIBERS TO SMATV AGREEMENTS (EXCLUDING HOTEL ROOMS, HOTEL SKY IN-ROOM SERVICE AND HOTEL BARS AND OFFICE IPTV SMATV AGREEMENTS) ONLY

- 5.9 You warrant and represent that throughout the Term the Premises has a SMATV System and the Service will be distributed at all times to two or more Points within the Premises only by such SMATV System;
- 5.10 You will procure, install and maintain at your cost and expense all equipment required to perform and comply with this Agreement, and have all consents needed for the operation and maintenance of such equipment.



## APPLIES TO SUBSCRIBERS TO HOTEL ROOMS, HOTEL SKY IN-ROOM SERVICE AND HOTEL BAR AGREEMENTS ONLY

5.11 You warrant and represent that throughout the Term:

- (a) that where the Hotel Premises has a SMATV System, the Service will be distributed at all times to two or more Rooms within the Hotel Premises by such SMATV System, and where you have subscribed to the Sky In-Room Service the Service will be distributed to the number of Rooms for which you have subscribed to, therefore all Rooms must have either SMATV Hotel Rooms Service or the Sky In-Room Service. You shall confirm in writing, on request by Sky, the number of Rooms within your Hotel and you hereby agree to allow Sky or its authorised representative, on reasonable notice to you, to access your Hotel Premises in order to audit the number of Rooms within your Hotel Premises and your compliance with Clauses 4.5, 5.11(a) and Clause 5.12; and
- (b) you will procure, install and maintain at your cost and expense all equipment required to perform and comply with this Agreement and have in place all consents needed for the operation and maintenance of such equipment. You agree to produce copies of consents to Sky on request.

Bar Customers further warrant and represent that:

- (c) the Bar(s) are and shall be public licensed bar(s) in the Hotel Premises ("Bar"); and
  - (d) if you subscribe under a Hotel Bar Agreement for your Bar, at least one Sky Box will be connected to at least one television set or screen at all times in the same Bar; and
  - (e) a Sky Box in any Bar shall not be connected to television sets or screens outside that Bar (including television sets or screens in a different bar).
- 5.12 You must accurately list the number of Rooms at the Hotel Premises in the Contract Form of the Hotel Rooms Agreement. You may only show the Rooms Service in the number of Rooms that you have notified to Sky. If you subscribe to the Sky In-Room Service you must accurately list the number of Rooms at the Hotel Premises in the Contract Form of the Sky In-Room Service Agreement. You may only show the Sky In-Room Service in the number of Rooms you have notified to Sky.
- 5.13 You must not exhibit (or permit the exhibition of) any of the Channels in the Rooms Service or Sky In-Room Service other than in Rooms, or if you are a Bar Customer, any of the Channels in the Bar Service other than in the Bar (as defined above). Without limitation you may not show the Channels in the Rooms Service or Sky In-Room Service in areas accessible to or by the public including common areas or places, bars, lobbies, restaurants, television lounges, gyms, leisure clubs, shops and cinema lounges.

## 6. Service

6.1 Sky will transmit or arrange for transmission of the Channels by satellite(s). If during the Term there is a change – for whatever reason – in the manner in which the Channels are delivered or transmitted which would require you to make adjustments to your reception equipment, Sky shall use reasonable endeavours to provide you with 30 days notice of such change. You recognise that it may not be possible for Sky to provide the notice period suggested in this Condition, for example where changes arise because of events beyond Sky's control.

6.2 Sky warrants and represents that:

- (a) it shall not knowingly include in the Channels defamatory materials and the Channels will not contain anything which violates any copyright, right of privacy, literacy or dramatic right of any person or entity; and
- (b) it will have obtained necessary licences and/or other approvals from any relevant collecting society or person for the broadcast of the Channels for reception in the Territory, save that Sky does not warrant or represent that it has obtained or will obtain public performance licences or pay the fees necessary for the exhibition of the Channels in public

PROVIDED ALWAYS THAT the warranties set out in (b) above are only as extensive as those provided to Sky by the suppliers of relevant programme material included in Sky's Channels and by the suppliers of third party Channels.

6.3 Sky may introduce new channels or replace or withdraw advertised programming or withdraw any Channel or multiplex of any Channel. Sky can change or reduce the broadcast hours of any of the Channels or encrypt or unencrypt any Channel. Sky may introduce new or withdraw channel package options and/or withdraw any Channel from any channel package option offered to you and offer it in an alternative package option.

6.4 Many Channels provided by Sky are supplied by other broadcasters and their availability is outside Sky's control.

6.5 Sky may supply bonus channels or other free channels which you will not have to pay for. Sky can withdraw or change these channels or their multiplexes without giving notice to you. Sky can also change any channel which

is provided free (including any multiplex) into a channel that must be paid for if you want to continue to receive it. Sky will tell you of such a change and the charges that will be payable.

- 6.6 Sky may offer you additional Premium Channels or Add-On Premium Channels or Add-On HD Channels. If such channels are offered under this Agreement and you decide to take them, they will then be included in the Service. Sky will inform you of any charges for the additional channels and the changes to the Subscription Payments.
- 6.7 Sky may offer additional programming or events to you that are available only to certain types of Sky Business customers. Such programming or events may be either free or for a charge. If offered under this Agreement, such programming or events shall be deemed to be "Channels" for the purposes of this Agreement. If such programming or events are offered on a PPV basis, the provisions of Condition 4.9 shall apply.
- 6.8 You will not use the Service or any part of it other than to exhibit, as permitted by this Agreement, the Channels at the Premises or as you are otherwise expressly authorised under this Agreement.
- 6.9 During advertising breaks or otherwise during the broadcast of the Channels, you will not exhibit any promotional or other material in such a way as to give viewers the impression that such material forms part of the broadcast of any of the Channels, or has been included, approved or endorsed by Sky, or that any Channel forms part of a broadcast or exhibition by you or a third party.

#### APPLIES TO SUBSCRIBERS TO DTH AGREEMENTS ONLY

- 6.10 Sky will notify you if the withdrawal of a Channel in your Option will affect the Subscription Payments payable by you. A reduction in the number, change in the identity, or restrictions on viewing of the Channels included in any Option will not alter the Subscription Payments payable by you.
- 6.11 Subject to 5.11(e), you may convey the Service to more than one television set or screen in the Premises.

#### APPLIES TO SUBSCRIBERS TO HOTEL ROOMS, HOTEL SKY IN-ROOM SERVICE AND HOTEL BAR AGREEMENTS ONLY

- 6.12 You may only be a Bar Customer and exhibit Sky's Channels in your Bar(s) if you also distribute Sky's Channels to Rooms in the same Hotel Premises. You should refer to Your Guide to Sky for the current choice of Channels and Bar Option available for Rooms and Bars and details of the monthly charge payable per Channel or per Bar Option, as applicable. The monthly charge set out in Your Guide to Sky is quoted on a per Bar basis and will therefore be payable in respect of each Bar for which Bar Customers subscribe under this Agreement.
- 6.13 In your Rooms, you can choose to receive any of the Channels set out in Your Guide to Sky for Hotel Rooms or other channels which are offered to you by Sky from time to time, or you can choose to receive any Option in the Sky In-Room Service. In your Bar(s), Bar Customers will receive the Channel Package for Bars (or other Bar option offered) and, if any are offered, any Add-On Premium Channels or Add-On HD Channels that you choose to include in your Service. Your Rooms Channel selection is referred to as your Rooms Service (if the Service is delivered via a SMATV System) or Sky In-Room Service (if you receive the Service by DTH and retransmit to a Sky Box in each Room) as applicable. The Channel selection for Bar(s) is referred to as your "Bar Service". Reference to Services shall mean your Rooms Service (if any), Sky In-Room Service (if any) and Bar Service (if any) together.
- 6.14 If Sky withdraws a Channel in your Rooms Service, Sky shall adjust the Charges payable by you accordingly. Sky may introduce new and/or withdraw channel package options from time to time.
- 6.15 Certain movie Channels may show 12A and 15 rated content prior to the relevant watershed times. Normally this would be pin protected, however due to technical and logistical constraints subscribers to the Hotel Rooms Service and Sky In-Room Service shall have the pin functionality on the Sky Box disabled. In respect of the Hotel Rooms Service you hereby undertake full responsibility for choosing suitable movie Channels for your guests to watch and advise the guests if there is any unsuitable content. In respect of the Sky In-Room Service you hereby undertake full responsibility to advise your guests (by including this information in your general TV information to guests and in a tent card by the TV or remote control) that the movie Channels are not pin protected and that it's their responsibility to ensure that minors do not watch inappropriate content.

#### APPLIES TO SUBSCRIBERS TAKING THE SKY+ AND/OR SKY HD SERVICE ONLY

- 6.16 We can replace or withdraw features or functionality of the Sky+ Service and Sky HD Service, or restrict their availability. If these are features or functionality that you pay for then we will, where possible, give you at least 30 days' written notice of the replacement or withdrawal. You may only take the Sky+ Service and Sky HD Service if

you subscribe to an Option.

- 6.17 We may offer you extra features or functionality. If we do this, we may increase your Subscription Payments.
- 6.18 We may supply extra features or functionality which you will not have to pay for. We can withdraw these features or functionality without giving notice to you. We can also change any such feature or functionality into one that you must pay for if you want to continue to receive it. If we introduce any optional or stand-alone features or functionality that we wish to make an extra charge for, we will tell you what charge will apply if you wish to continue to receive that feature or functionality.
- 6.19 When this Agreement ends or you no longer choose to receive the Sky+ Service or the Sky HD Service, the PVR functionality of your Sky+HD Box will also end. For the avoidance of doubt, this means you will not be able to access any stored content or programming that you have recorded onto your Sky+HD Box and you will not be able to use any of the other Sky+ features and functionality.
- 6.20 Content or programming stored on the Sky+HD Box will no longer be accessible if you replace your Viewing Card with a new Viewing Card for any reason during the Term.
- 6.21 The Extra Capacity is owned by us, and may be used by us and any other party authorised by us, to provide you with Additional Services.
- 6.22 To access or use some or all of the content or features of Sky's Additional Services, you will need a Sky+ Service and/or Sky HD Service and will need to keep your Viewing Card in the Sky+HD Box. To receive all of Sky's Additional Services, your telephone line needs to be connected to your Sky+HD Box at all times and the Sky+HD Box needs to be in the standby mode while not in use.
- 6.23 If a charge applies to access or use any part of Sky's Additional Services you will be notified in advance of the applicable charge and of any other terms and conditions which apply.
- 6.24 Sky's Additional Services supplied to you may differ from that supplied to other viewers.
- 6.25 We may alter, suspend or stop making Sky's Additional Services available to you at any time. We may do this, for example, to update the service, for technical reasons, if you have missed any payments you owe us, or if you have broken the Conditions of any part of Sky's Additional Services or of another service provided by Sky.
- 6.26 It may not be possible for you to receive Additional Services from more than one party at a time. Sky will not be responsible for Additional Services offered by any other party.

#### APPLIES TO SUBSCRIBERS TAKING THE 3D SERVICE ONLY

- 6.27 The amount of 3D content available on 3D Channels in the Sky 3D Service is variable and Sky may change or reduce the number of hours of 3D content on the 3D Channels without notifying you.
- 6.28 The Sky 3D Service does not give you the right to receive or exhibit PPV services or any programmes that are designated on the Sky 3D channel as PPV. If you are offered and wish to purchase any PPV programmes or events from Sky, each purchase will be on the relevant PPV service's standard terms.
- 6.29 In order to view the 3D Channels you will also need a 3D TV (i.e. capable of displaying 3D imagery), 3D glasses and a Sky+HD Box or SkyHD Box.
- 6.30 You shall be responsible for hygiene and cleanliness of the 3D glasses and you shall ensure that your customers are made aware of the following warning by placing a clear and legible sign with the said warning prominently near where the customers obtain the glasses: "The glasses are not safe for use as sunglasses and that they do not screen ultraviolet light. Wearing them as sunglasses will not protect your eyes. Use only indoors. Keep out of reach of children under 3."
- 6.31 Sky shall not accept any liability in respect of any claims by you or by third parties in respect of your breach of Clause 6.30 above and you shall indemnify Sky in respect of any such claims (including costs) arising in respect thereof.
- 6.32 Save that the 3D glasses shall be fit for the purpose of watching 3D programming, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

#### APPLIES TO SUBSCRIBERS TO OFFSHORE INSTALLATIONS AND SHIPS AGREEMENT, AND SKY FOR YACHTS AGREEMENT ONLY

- 6.33 You warrant and represent that each of the Premises:
  - (a) is, and shall remain at all times during the Term, an "Offshore Installation or Ship or Yacht", situated in the Territory, save as set out in Clause 4.12 above; and
  - (b) has a SMATV System or Sky In-Room Service or a combination of both, and ensuring, in the case of oil rigs, that all Cabins have the Service regardless of occupation. You shall confirm in writing, on request by Sky, the number

of Cabins and Communal Areas on your Premises and you hereby agree to allow Sky or its authorised representative, on reasonable notice to you, to access your Premises in order to audit the number of Cabins and Communal Areas within your Premises and your compliance with Clause 4.11 and this Clause 6.33. In the event that you fail to provide this information Sky may suspend your Viewing Cards until such time as this information is provided.

- 6.34 Nothing in this Agreement permits you to exhibit any of the Channels in any room or area which does not fall within the definition of Cabin or Communal Area. You may not show certain of the Channels in open areas including (without limitation) Communal Areas.
- 6.35 The Sky+ and Sky HD Service is available to Premises taking a combination of the SMATV and Sky In-Room service.

## 7. Subscription Payments

- 7.1 On signature you may be required to make an upfront payment and thereafter Sky will collect the Subscription Payments (as further defined in Clause 7.8, 7.10, 7.11 and 7.16 respectively) due automatically from your account each month after we have sent you your first Viewing Card via your payment instruction. All payments must be made in full by the date on which they are due without any set off. If full payment is not received on the due date you will pay interest on the outstanding amount at the rate of 2% above HSBC's base rate from time to time from the date the sum was due until the date of actual payment.
- 7.2 Sky may alter your payment instruction if your Subscription Payments change for any reason. Sky may also charge any other payment under this Agreement under your payment instruction, together with any other payments that you agree that we may charge under your payment instruction.
- 7.3 Sky can change the Subscription Payments, the price bands and/or its pricing structure generally at any time on giving you 30 days notice.
- 7.4 If there is a choice of Options or Channels available to you and you wish to change your chosen Service or Option during the Term, the following rules will apply:
- (i) If you are upgrading your Service or Option this will be amended accordingly and you will immediately pay the current price for that new Service or Option.
  - (ii) If you are downgrading your Service or Option, (provided that you are not prevented from doing so by any offer terms), you are required to give 30 days notice of such change and you will pay the current price for that new Service or Option from the end of your 30 day notice period.
- Sky may charge a reasonable fee to Customers who wish to change their chosen Service or Option.
- 7.5 Sky may refuse your application for subscription based upon the results of an assessment of your credit standing, including (without limitation) by using credit scoring. Sky may also assess your credit standing from time to time during the Term. Sky shall apply reasonable practices for administering your account based on the results of that scoring, including applying different payment terms to your account. Sky may use information from, and supply information to, outside agencies for this.
- 7.6 You can pay the Subscription Payment by direct debit or credit card (Mastercard or Visa).
- 7.7 Acceptance by Sky of any payment shall not be deemed to be a waiver of Sky's rights, notwithstanding such phrases as "complete and final payment" or "payment in full" or any such similar phrase accompanying your payment.

### APPLIES TO SUBSCRIBERS TO DTH AGREEMENTS ONLY (EXCLUDING OFFSHORE INSTALLATIONS AND SHIPS AGREEMENTS, AND SKY FOR YACHTS AGREEMENTS)

- 7.8 You must pay to Sky every month in advance the payments due in respect of the Service, plus any VAT payable (the "Subscription Payments"). If you choose to have more than one Viewing Card under this Agreement for the Premises then you must pay the Subscription Payments for the Service that you receive in full for each Viewing Card that you have (unless Clause 8.12 applies or this term is varied by any promotional offer terms and conditions).

### APPLIES TO SUBSCRIBERS TO DTH AGREEMENTS ONLY

- 7.9 You can only choose a listed Option. You cannot choose individual channels within any listed channel package Option. If you upgrade your Option, you must remain with and pay for that new Option for at least 30 days (unless this term is varied by any promotional offer terms and conditions provided to you) before you are able to change your Option again.

**APPLIES TO SUBSCRIBERS TO GOLF CLUBS UK AND NORTHERN IRELAND, PUBS UK OR CLUBS UK, PUBS & CLUBS NORTHERN IRELAND, PUBS & CLUBS REPUBLIC OF IRELAND, BETTING PREMISES UK AND HOLIDAY PARKS UK AGREEMENTS ONLY**

- 7.10 You shall pay Subscription Payments at the highest band rate where such bands are set out in your Sky Package and Price flyer or your rateable value will be deemed to be £999,999 until Sky receives a copy of the relevant annual non-domestic rates demand or other necessary documentation proving to Sky that a different rate applies to the Premises. Any appeals to your rateable value shall be managed in accordance with Sky's RV Pricing Policy set out on page 23.

**APPLIES TO SUBSCRIBERS TO OFFICE IPTV SMATV AND SMATV AGREEMENTS (EXCLUDING HOTEL ROOMS AGREEMENTS) ONLY**

- 7.11 You must pay to Sky every month in advance a fee calculated in accordance with this Condition 7.11 plus any VAT payable ("the Subscription Payment").
- (a) The Subscription Payment for the Premises per month shall be the greater of:
- the sum of the monthly charges for the Channels in your Service as such charges are set out in Your Guide To Sky or as varied by Sky from time to time multiplied by the number of Points or IPTV Points for the relevant month; or
  - £145 (or £140 if you take a Retail SMATV UK Agreement) or €145 (for customers in ROI).
- (b) If the number of Points or IPTV Points in the Premises changes in any month, the Subscription Payment shall be calculated using the monthly average number of Points. This average is obtained by adding together the number of Points in the Premises on the first day and last day of the month in question and dividing the result by two.
- 7.12 You will keep throughout the Term and for at least one year after it ends complete and accurate records relating to this Agreement including (without limitation) the Channels in your Service and the number of Points and Users at the Premises at any given time. During this period, and on reasonable notice, Sky or its nominated representatives shall have the right during normal business hours to audit your books and records for the purpose of verifying the payments due to Sky and to make copies of such books and records. If an audit reveals underpayment of Subscription Payments, you will immediately on receipt of Sky's written demand pay any underpayment of monies due together with interest at the annual rate of 2% above HSBC's base rate from time to time from the date such sums were due until the date of actual payment, compounded monthly. If such underpayment is in excess of 3% of the total payments received by Sky under this Agreement for the period in question, you shall, in addition, pay the costs of such audit.

**APPLIES TO SUBSCRIBERS TO HOTEL ROOMS, HOTEL SKY IN-ROOM SERVICE AND HOTEL BAR AGREEMENTS ONLY**

- 7.13 In respect of the Rooms Service, you will pay to Sky each month in advance a fee calculated in accordance with this Condition 7.13 plus any VAT payable ("the Rooms Charge").
- (a) The Rooms Charge for the Hotel Premises per month shall be the greater of:
- the sum of the monthly fees for the Channels in your Rooms Service as set out in Your Guide to Sky or as varied by Sky from time to time multiplied by the number of Rooms for the relevant month (irrespective of occupancy); or
  - £145 or €145 (for customers in ROI) if your Rooms Service contains a Premium Channel; or
  - £105 or €85 (for customers in ROI) if your Rooms Service does not contain a Premium Channel.
- (in each case with the exception of Hotel Rooms ROI subscribers where the Rooms Charge will only be applicable if you subscribe to Channels not provided free of charge as listed in Your Guide to Sky)
- (b) If the number of Rooms in the Hotel Premises changes in any month, the Charge shall either be calculated using the monthly average number of Rooms or shall be amended with effect from the subsequent month (at Sky's discretion). If the former is used, this average is obtained by adding together the number of Rooms in the Hotel Premises on the first day and last day of the month in question and dividing the result by two.
- 7.14 For Bar Customers, in respect of the Bar Service, you will pay to Sky each month in advance a fee calculated in accordance with this Condition 7.14 plus any applicable VAT ("the Bar Charge").

- (a) The Bar Charge will be calculated by reference to whether you take the Rooms Service or Sky In-Room Service and may be dependent on the number of Rooms in your Hotel Premises and to whether you are distributing the Premium Sports Channels in the Rooms of your Hotel Premises.
- (b) The number of Rooms in your Hotel Premises will be calculated in accordance with the provisions of Condition 7.13 above. If the number of Rooms changes and takes you into a new price band category under this Agreement, your Bar Charge for that and subsequent months will change to the applicable monthly charge for that new price band category. If the number of Rooms changes in the middle of a month the monthly charge shall be calculated using the monthly average number of Rooms, as specified in Condition 7.13 above.
- (c) The Bar Charge per month shall be the price set out in Your Guide to Sky or as varied by Sky from time to time for the Bar Service that you receive.

7.15 You must pay to Sky every month the payments due in respect of the Sky In-Room Service, plus any VAT payable (the "Sky In-Room Service Charge") calculated in accordance with this Clause 7.15. These payments shall be paid in advance unless otherwise agreed with Sky.

- (a) The Sky In-Room Service Charge per month shall be the greater of:
  - (i) the sum of the monthly fees for the relevant Option taken in the Rooms receiving the Sky In-Room Service in the Hotel Premises as set out in the relevant Your Guide to Sky as may be varied by Sky from time to time; or
  - (ii) the minimum charge stated in the current version of the relevant Your Guide to Sky.
- (b) You can choose any listed Option for each Room taking the Sky In-Room Service in your Hotel Premises. You cannot choose individual Channels within any listed channel package option. If you upgrade your Option for any Room taking the Sky In-Room Service then you must remain with and pay for that new Option for at least 30 days.

#### APPLIES TO SUBSCRIBERS TO OFFSHORE INSTALLATION AND SHIPS AGREEMENT, AND SKY FOR YACHTS AGREEMENT ONLY

7.16 You must pay to Sky every month a fee calculated in accordance with this Condition 7.16 plus any VAT payable ("the Subscription Payment"). Payments due to Sky under this Agreement will be invoiced by Sky in accordance with Sky's current accounting practice from time to time. As at the date hereof, Sky's accounting practice is to invoice monthly in arrears on or around the 1st day of each calendar month. Sky will give written notice of any change in its accounting practice.

- (a) The Subscription Payment for the Premises per month shall be the greater of:
  - (i) the sum of the monthly charges for the Option chosen by you as such charges are set out in the Your Guide To Sky or as varied by Sky from time to time per Offshore Point; or
  - (ii) the minimum charge stated in the current version of the "Offshore Your Guide to Sky".
- (b) In respect of oil rigs you will be charged at 100% of Cabins (regardless of occupation, however there will be no additional charge for Communal Areas, in all other Premises, each Communal Area will be charged as an additional Offshore Point.

7.17 If Cabins or Communal Areas are added during any payment period you must give to Sky written notice of the revised number of Cabins and/or Communal Areas, as the case may be, and the date from which such revised numbers took effect, as soon as reasonably practicable thereafter. The Subscription Payment attributable to such additional Cabins and Communal Areas will be charged for the full month during which the change took place regardless of when such change took place during the month. All sums calculated by Sky as due shall be paid by you forthwith following notification by Sky.

7.18 If any Cabins or Communal Areas are to be removed or reduced during the Term, you must give to Sky not less than 30 days' prior written notice, such notice shall state the number of Cabins and/or Communal Areas to be removed and the date on which such reduction is to be effected, and the Subscription Payment attributable to such reduced Cabins and Communal Areas will be charged for the full month during which the change took place regardless of when such change took place during the month. All sums calculated by Sky as due shall be paid by you forthwith following notification by Sky. In the event that less than 30 days' notice is given to Sky, the Subscription Payment shall be varied with effect from the date falling 30 days after the receipt by Sky of such notice.

## 8. Use and Supply of Viewing Cards

8.1 A Viewing Card shall only be used by you at the Premises. You agree that a Viewing Card will only be used in the Sky Box in which it is first used. A Viewing Card will be used only to receive and exhibit the Service at the Premises.

- 8.2 You will not part with possession of a Viewing Card. If you do, or Sky or SSSL has reasonable grounds to believe that you have, SSSL may (without prejudice to its other rights under this Agreement) invalidate your Viewing Card(s).
- 8.3 The possession of a Viewing Card shall not entitle you to receive the Service.
- 8.4 You will not tamper with a Viewing Card or use or allow it to be used in any way or for any purpose which Sky has not authorised.
- 8.5 In order to receive the Service without interruption your Viewing Card must be kept in the Sky Box at all times and you are advised to keep your Sky Box connected to mains supply (and suitable satellite dish) and on standby mode while not in use. The software in the Sky Box is owned or licenced to us by another member of the British Sky Broadcasting group and does not become your property. You must (both during the Term and afterwards) allow SSSL to update the software in your Sky Box by sending additional signals via satellite to the Sky Box. You must not tamper with the software or allow anyone else to do so.
- 8.6 If your Sky Box is connected to a telephone line, information may be passed from it to us and vice versa by telephone. Sky or SSSL will give you at least 30 days' notice if you must pay for the necessary telephone charges. SSSL may verify whether the Sky Box is connected to a telephone line via data sent by the Sky Box.
- 8.7 SSSL shall be entitled to disclose your name and address and the services you receive via the Viewing Card as part of the proper administration of the Sky Box and minidish.
- 8.8 SSSL continues to own any Viewing Card sent to you. At the termination of this Agreement or on the issue of any replacement Viewing Card, your Viewing Card must be returned to SSSL on request or otherwise returned as SSSL directs.

#### APPLIES TO SUBSCRIBERS TO ALL SMATV AGREEMENTS

- 8.9 During the Term, for such time as you fully comply with the terms of this Agreement, you shall be entitled to one Viewing Card for each Channel in your Service. If any of your chosen Channels include any multiplexes, you will be entitled to one Viewing Card for each such multiplex that you request to receive. At Sky's discretion it may issue more than one viewing card.

#### APPLIES TO SUBSCRIBERS TO HOTEL ROOMS, HOTEL SKY IN-ROOM SERVICE AND HOTEL BAR AGREEMENTS ONLY

- 8.10 During the Term, for such time as you fully comply with the terms of this Agreement you shall be entitled to:
  - (a) one Viewing Card for each Channel in your Rooms Service. If any of your chosen Channels include any multiplexes, you will be entitled to one Viewing Card for each such multiplex that you request to receive; and
  - (b) for Bar Customers one Viewing Card for each Bar in respect of which you subscribe. For the avoidance of doubt, you may exhibit the Bar Service on more than one television within the Bar.
  - (c) For Sky In-Room Service Customers, unless otherwise agreed with Sky, one Viewing Card for each Room for which you subscribe to the Sky In-Room Service (i.e. one per Sky Box). For the avoidance of doubt, you may exhibit the Sky In-Room Service on more than one television within the Room. You shall take reasonable steps to ensure that the Viewing Cards, Sky remote controls and Sky Boxes shall remain safe and that you comply with any guidelines issued by Sky to you for keeping Sky Boxes well ventilated. It is your responsibility to advise Sky immediately if any Viewing Cards or Sky Boxes have been stolen from your Hotel Premises. Any replacement Boxes, remote controls or Viewing Cards shall be at your own cost. You hereby agree to allow Sky or its authorised representative, on reasonable notice to you, to access your Hotel Premises to confirm that the Viewing Cards allocated to you are being used with your Sky Boxes in your Rooms and your compliance with these terms and conditions.
- 8.11 For the avoidance of doubt, the obligation to provide a Viewing Card under Conditions 8.9 and 8.10(a) above shall not apply where SSSL (or Sky) has already agreed to supply a Viewing Card to you in respect of any channel (or multiplex) under a separate agreement, where such separate agreement relates to rooms or areas in the same Premises and distribution occurs using the same equipment as used under this Agreement.
- 8.12 Subject to the limitations set out in this Section 8, all subscribers who subscribe to the Sky Ultimate Pack and have either a current Pubs UK or Clubs UK or Pubs & Clubs Northern Ireland Subscription (whose Subscription Payment is based on the rateable value of their Premises) or a current Betting Premises UK or ROI Subscription shall be

entitled to one free second Viewing Card per fully paid Subscription ("Primary Subscription"). In the event that you have a current full price second Subscription for the same Premises, you may either cancel that second Subscription and replace it with this free additional Subscription (subject to the limitations set out in Clause 8.13 below) or take two additional free Viewing Cards in accordance with these terms and conditions.

- 8.13 The Service offered on the additional Viewing Card referred to in Clause 8.12 above, shall be a limited list of Channels which Sky shall advise you of via its website [www.sky.com/business](http://www.sky.com/business) from time to time. The Sky HD Service and Sky+ Service shall not be available. The additional Viewing Card may only be used at the same Premises as the Primary Subscription. Sky may at its sole discretion black out certain content on Channels included in any additional Viewing Cards to ensure the Viewing Cards are not used for unauthorised purposes.
- 8.14 Sky shall provide one set of free Sky Satellite Equipment (if this has not already been provided) per additional Viewing Card referred to in clause 8.12 above. You are responsible for installation and the costs related thereto. Sky shall select the Sky Satellite Equipment to be supplied hereunder, the system may not be new but will in any event have the benefit of a 12 month manufacturer's warranty. Timing and supply of the equipment may be subject to availability delay.
- 8.15 You must activate the additional Viewing Card referred to in clause 8.12 above within 10 days of delivery. If you do not then you shall be liable to pay to Sky an amount equal to the full cost to Sky for each free or discounted Satellite Equipment provided. At all times while the additional Viewing Card is enabled for viewing, the primary Sky Box and the additional Sky Box must be connected to the same fixed and operational telephone line capable of making outgoing calls. If you fail to do this, then Sky may de-activate your additional Viewing Card.
- 8.16 If your Primary Subscription is suspended or terminates for any reason then your free additional Viewing Card will also be suspended or terminated.

#### APPLIES TO SUBSCRIBERS TO OFFSHORE INSTALLATION AND SHIPS AGREEMENT ONLY

- 8.18 During the Term, for such time as you fully comply with the terms of this Agreement you shall be entitled to a maximum of 20 (twenty) Viewing Cards for the SMATV Service. Each Viewing Card will be entitled with the same Option the customer has elected to subscribe to (whether distributing via SMATV or by the Sky In-Room Service or via a combination).
- 8.19 Provided your Premises has at least 20 Cabins, where you take the Service in 100% of Cabins (which is obligatory in respect of oil rigs) regardless of whether this is via a SMATV system or Sky In-Room Service or a combination of both, you will be entitled to 5 (five) Viewing Cards for use in the Communal Areas for no additional charge. If your Premises has less than 20 Cabins, you will receive 1 (one) free Viewing Card for every 10 Cabins that you pay for. The additional Viewing Cards shall have the same Option as selected for the Cabins.

### 9. Validity and Expiry of Viewing Cards

- 9.1 For security reasons SSSL may replace Viewing Cards from time to time. SSSL will try to send you a new Viewing Card before the old one becomes invalid. SSSL will advertise the replacement of Viewing Cards (for example on air or in writing).
- 9.2 The validity of a Viewing Card shall at all times be at SSSL's sole discretion. SSSL may at any time invalidate Viewing Cards to protect the security of the conditional access system or if SSSL believes you are using or permitting the use of a Viewing Card in an unauthorised manner or for unauthorised purposes or otherwise if it is reasonable to do so.
- 9.3 We may suspend supply of the Service without notice to you by authorising SSSL to invalidate the Viewing Card if payment owed to Sky by you is overdue. Suspension will not affect Sky's right to terminate this Agreement under Condition 17.

#### APPLIES TO SUBSCRIBERS OFFERED FREE SKY SATELLITE EQUIPMENT

### 10. Free Sky Satellite Equipment for the Premises

- 10.1 In accordance with the offer set out on page 21 of this booklet and in the Guide to Sky for eligible customers ("the Offer"), Sky will give to eligible Customers a set of Sky Satellite Equipment to be used only in the Premises.
- 10.2 The Sky Satellite Equipment provided to you by Sky must be installed in and must throughout the period that the Agreement continues remain in your Premises.



APPLIES TO SUBSCRIBERS WITH PREMISES THAT ARE LICENSED TO SELL ALCOHOL SITUATED IN THE REPUBLIC OF IRELAND AND UNITED KINGDOM INCLUDING NORTHERN IRELAND, THE CHANNEL ISLANDS AND THE ISLE OF MAN.

## 11. Sky Licences for the Premises

- 11.1 You will display the Sky Licence(s) prominently and permanently in the Premises in such a way that allows members of the general public who are outside of the Premises to see and read the Sky Licence(s).
- 11.2 The Sky Licence(s) shall only be used by you at the Premises.
- 11.3 You will not part with possession of the Sky Licence(s).
- 11.4 The possession of the Sky Licence(s) shall not entitle you to receive the Service.
- 11.5 You will not tamper with the Sky Licence(s) or use or allow it to be used in any way or for any purpose which Sky has not authorised.
- 11.6 SSSL continues to own any Sky Licence(s) sent to you. At the termination of this Agreement or on the issue of any replacement Sky Licence(s), your Sky Licence(s) must be removed from display and either returned or destroyed as SSSL directs.
- 11.7 For security reasons SSSL may replace Sky Licences from time to time. SSSL will try to send you new Sky Licence(s) before the old one becomes invalid. SSSL will inform you of the replacement of Sky Licences (for example on air or in writing).
- 11.8 The validity of the Sky Licence(s) shall at all times be at SSSL's sole discretion. SSSL may at any time invalidate Sky Licences to protect the security of the conditional access system or if SSSL believes you are using or permitting the use of the Sky Licence(s) in an unauthorised manner or for unauthorised purposes or otherwise if it is reasonable to do so.
- 11.9 If your Sky Licence(s) is lost, stolen or damaged you must immediately notify SSSL either by telephoning 08448 244 244 (UK) or 0818 719 888 (ROI) or by writing to: Sky Subscribers Services Ltd, P.O. BOX 1805, Livingston, West Lothian, EH54 7BR (UK) or Sky Business, PO Box 1805, Livingston, Great Britain, EH54 7BR (ROI). SSSL may charge you a reasonable fee to cover the cost of replacing a Sky Licence that is lost, stolen or damaged.

## 12. Lost, Stolen, Damaged or Malfunctioning Viewing Cards

- 12.1 If a Viewing Card is lost, stolen, damaged or fails to work you must immediately notify SSSL either by telephoning 08448 244 244 (UK) or 0818 719 888 (ROI) or by writing to: Sky Subscribers Services Ltd, P.O. BOX 1805, Livingston, West Lothian, EH54 7BR (UK) or Sky Business, PO Box 1805, Livingston, Great Britain, EH54 7BR (ROI). SSSL may charge you to cover the cost of replacing a Viewing Card that is lost, stolen or (subject to Condition 12.2) damaged or fails to work.
- 12.2 If a Viewing Card is damaged or fails to work, you must return it to SSSL (or as it directs). If the Viewing Card fails to work because of any malfunction which, in SSSL's opinion, arose because of a defect existing when the Viewing Card was supplied to you, SSSL shall replace the Card free of charge. If the Card is faulty or damaged or fails to work in any other way or you do not return the Card to SSSL, then SSSL can charge you the cost of replacing it. SSSL will make invalid any Viewing Card that you tell it is missing or does not work and is replaced.

## 13. Marks

- 13.1 You acknowledge that certain proprietary items (collectively referred to as the "Marks"), including but not limited to the names of the Channels, trade names and marks, service marks, logos and characters used in connection with the Channels, titles of programmes on Channels, the corporate names of Sky and/or the third party broadcasters of individual channels and any other names used by any of them from time to time are the exclusive property of Sky or the third party broadcasters (as the case may be) or their respective licensors and that you do not acquire any proprietary rights in the same under this Agreement. You may not use the Marks without Sky's prior written consent.
- 13.2 All rights, title and interest in and to the Channels and all programmes, advertising and promotional materials, ideas, formats and concepts contained therein or used in connection therewith (including all copyrights) shall, as between the parties, at all times be the sole property of Sky or the relevant third party broadcaster (as the case may be) and you shall not make any express or implied claim to the contrary. You shall not do anything that may indicate that any other programming is part of, or connected with, the Channels or originated by Sky.

## 14. Liability

Neither Sky nor SSSL has any liability under this Agreement in respect of any of the following:

- (a) any defect in a Sky Box and/or other receiving equipment or other equipment (including 3D glasses) used by you;
- (b) any defect in a Viewing Card attributable to any manufacturing error or any unauthorised use of, or tampering with, the Viewing Card, negligence by you or failure to follow Sky's user instructions;
- (c) any use of a Viewing Card with any decoding apparatus not authorised by Sky;
- (d) any indirect or consequential loss (including, for the avoidance of doubt, economic loss) resulting from breach of contract, negligence or any other tort on the part of Sky or any of its officers, employees or agents;
- (e) the termination of this Agreement in accordance with its terms;
- (f) any failure in its performance of this Agreement (including but not limited to provision of the Service) caused by events outside its reasonable control.

All previous written or oral representations expressed or implied are hereby excluded. Where SSSL is acting as agent for Sky, SSSL has no liability to you whatsoever.

## 15. Copyright

- 15.1 You shall not copy (other than as permitted by sections 30(2) or 70 of the Copyright, Designs and Patents Act 1988 ("the Act")), redistribute or relay any of the Channels or any part of them in the Premises or elsewhere (other than as expressly permitted by this Agreement) or otherwise deal with the Channels or any part of them (other than as expressly permitted by section 30(2) of the Act).
- 15.2 You shall not exhibit any of the Channels or any part of them in public in circumstances where the audience has paid for admission (within the meaning of the Act) to the place of exhibition or otherwise make any charge (whether direct or indirect) to any person for any of the Channels (including for the right to receive any Channel or for viewing of any Channel(s) or programme(s)).
- 15.3 Sky may disable or alter remotely certain functions of your Sky Box so as to prevent you from copying the Channels and Sky may prevent you from receiving the Service if your Sky Box allows copying of Channels which Sky is bound by contract to prevent.

## 16. Variation of the Agreement

At any time Sky may change or add to the terms of this Agreement as it believes necessary. Notice of such changes or additions, or any other notice to be given by Sky under this Agreement may be given by whatever means Sky chooses (subject to any statutory provision and notwithstanding Condition 19).

## 17. Termination

17.1 You may terminate this Agreement by giving Sky no less than 30 days' written notice:

- (a) to expire on or at any time after the end of the Minimum Term; or
- (b) to expire at the earliest on the date on which the variation takes effect, if Sky has given notice to you of a variation in accordance with Condition 7.3 during the Minimum Term ; or
- (c) if Sky has given notice to you of a variation in accordance with Condition 16 which results in a material change to the value of the Service as it pertains to the Customer's Premises to expire at the earliest on the date on which such material change takes effect or in accordance with 17.1 (a) whichever is the earliest.

If you wish to terminate this Agreement pursuant to (b) or (c) of this Condition 17.1, such notice must be given by you by no later than 30 days after the date on which the variation or restriction is notified to you.

17.2 Sky may terminate this Agreement at any time:

- (a) by giving to you 7 days written notice if you breach any provision of this Agreement (including non-payment of any Subscription Payment or amounts due on equipment) and if Sky terminates a Customer's Hotel Rooms Agreement, Hotel Bars Agreement or Hotel Sky In-Room Service Agreement (together "Hotel Agreements") due to non-payment of any Subscription Payment in respect of any such Hotel Agreements, Sky shall automatically terminate the remaining Hotel Agreements (if any) simultaneously; or

- (b) immediately upon written notice where you go into receivership or liquidation (other than for the purposes of solvent amalgamation or reconstruction) or become bankrupt or insolvent or make any composition with your creditors; or
  - (c) by giving at least 30 days written notice to you.
- 17.3 If the Agreement is terminated during the Minimum Term other than in accordance with the provisions of Conditions 17.1 (b) or 17.1 (c) or 17.2 (c), you shall pay to Sky, being a reasonable pre-estimate of Sky's loss arising from your breach of this Agreement and/or any offer, an amount equal to:
- (a) the balance remaining of the amortised cost to Sky for the free or discounted Sky Satellite Equipment provided and free or discounted installation provided to you received by you at the termination date, if any. The amortisation of the Sky Satellite Equipment shall be calculated by reducing the normal cost to you of such items in 12 equal instalments at the end of each month of the Minimum Term; and
  - (b) the balance of the Subscription Payments (based on the Services including the Sky+ Service and Sky HD Service if applicable received by you at the termination date) that would have been due from you for the remainder of the Minimum Term of the Agreement (less 5% for accelerated payment).
- This Condition 17.3 shall be without prejudice or limitation to any other remedies available to Sky in respect of any breach of Agreement by you.
- 17.4 Following termination of this Agreement, any Viewing Cards supplied to you under this Agreement will be invalidated and you will no longer be entitled to receive the Service. The termination of this Agreement may also affect the price you pay under other agreements you have with Sky (for example, for WiFi services).
- 17.5 No refund of Subscription Payments or equipment payment will be made to you where Sky terminates this Agreement in accordance with Condition 17.2(a) above.
- 17.6 Termination of this Agreement for whatever reason shall not affect the rights or remedies of either party in respect of any antecedent breach of this Agreement. Termination will not affect, suspend or release the parties from their rights, liabilities and obligations which are expressly or impliedly to survive termination.

#### APPLIES TO HOTEL ROOMS, HOTEL SKY IN-ROOM SERVICE AND HOTEL BAR SUBSCRIBERS ONLY

- 17.7 Subject to Clause 17.2, if the Hotel Rooms Agreement or Hotel Sky In-Room Service Agreement of any Bar Customer is terminated for any reason whatsoever, such that the Bar Customer does not have a Hotel Rooms Agreement or a Hotel Sky In-Room Service Agreement which covers 100% of the Rooms of the Hotel Premises, the Hotel Bars Agreement shall terminate automatically 30 days after the termination of the Hotel Rooms Agreement or Hotel Sky In-Room Service Agreement (as applicable).

## 18. Right to Transfer Agreement

Sky reserves the right at any time to transfer its rights and/or obligations under this Agreement to any company, firm or person provided that the transfer will not affect your rights under this Agreement. You may not transfer any of your rights and obligations under this Agreement.

## 19. Notices

- 19.1 Any notice to be given under this Agreement must be in writing. A notice to you may be sent by fax or by pre-paid post or by email to, or in accordance with, the Customer's details for correspondence set out in the Contract Form of this Agreement. A notice to Sky must be sent by pre-paid post to the address in Condition 12.1 above with a copy to the Head of Legal and Business Affairs, British Sky Broadcasting Limited, Grant Way, Isleworth, Middlesex, TW7 5QD (or such other address(es) as Sky shall notify you). For the avoidance of doubt, a notice from Sky can be sent alone or with other material sent to you by Sky.
- 19.2 All notices shall be deemed (until the contrary is proved) to have been received three (3) days after posting or on the following day if sent by fax or email.

## 20. Miscellaneous

- 20.1 A waiver by either party of a breach of any term or condition of this Agreement in one instance shall not be deemed as a continuing waiver or a waiver of any subsequent breach.

- 20.2 If any term of this Agreement is found or otherwise deemed to be void and/or unenforceable then it shall be severed and struck out of this Agreement. All of the other provisions shall survive in full force and effect to the extent necessary to give effect to the intention of this Agreement.
- 20.3 The parties to this Agreement do not intend that any term of this Agreement shall be enforceable by a third party (as defined in the Contracts (Rights of Third Parties) Act 1999).
- 20.4 You agree to indemnify and hold Sky, its officers, directors and employees harmless from and against any and all claims, damages, liabilities, costs and expenses arising out of the breach of any representation, warranty, agreement or undertaking made by you under this Agreement.
- 20.5 References to "Viewing Card" and "Sky Box" in connection with the provision of the Service under this Agreement shall be deemed to be (and shall be construed as) references to (if more than one) all Viewing Cards supplied pursuant to this Agreement and all Sky Boxes used for the purposes of distributing the Service in accordance with the terms of this Agreement.
- 20.6 All sums are quoted exclusive of VAT. In addition to such sums, you will pay all applicable VAT thereon.
- 20.7 Sky may at any time, without notice to you, set off any liability that you may have to Sky (or any Sky group company), whether under this Agreement or otherwise, against any liability that Sky may have to you. This applies whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of denomination. If the liabilities to be set off are expressed in different currencies, Sky may convert either liability at a market rate of exchange for the purpose of set off. Any exercise by Sky of its rights under this clause shall be without prejudice to any other rights or remedies available to Sky under this Agreement or otherwise.

## 21. Law and Territory

- 21.1 This Agreement is governed by the Laws of England and Wales and the English courts shall have exclusive jurisdiction.

Sky Subscribers Services Limited Registered in England (no 2340150)  
Registered Office Grant Way, Isleworth, Middlesex TW7 5QD.

## SKY SATELLITE EQUIPMENT TERMS AND CONDITIONS

These are the terms and conditions under which we will supply and/or install your Sky Satellite Equipment at the Premises. We are Sky Subscribers Services Limited ("SSSL") and we are acting as an agent for Sky In-Home Service Limited ("SHS"), a company within the British Sky Broadcasting group of companies if SHS or a retailer acting as SHS's agent supplies and installs Sky Boxes. The Defined terms below are in accordance with the definitions provided under your subscription agreement with Sky. References to 'we' or 'us' in these terms and conditions should be read as references to SHS. Any queries in relation to these equipment terms and conditions should be directed to SSSL on 08448 244 244 (0818 719 888 for ROI customers).

1. Based on your choice of equipment you will receive either the Sky Standard Satellite Equipment or the Sky+HD Satellite Equipment (with minidishes and LNBS only provided if they have not already been provided to you by us previously).
2. We will select the make and model of Sky Satellite Equipment to be supplied to you at our discretion.
3. The Sky Satellite Equipment must be installed by a Sky approved installer at your Premises and must remain installed throughout the Term at the Premises.
4. For the avoidance of doubt, the Sky Satellite Equipment does not include any of the following: a Dolby 5.1 surround sound system and/or speakers; TV screens or an HD Ready TV or 3D TV Screen which you must supply. The HD Ready or 3D TV screen (as applicable) must be installed in the Premises before installation of the Sky Satellite Equipment with HD/3D capability otherwise your Sky HD Service or Sky 3D Service (as applicable) will not be activated.
5. On installation, the Sky Satellite Equipment becomes your property. The Sky Satellite Equipment does not include the software in the Sky Box, which is owned or licensed to Sky or another member of the BSkyB Group or the Extra Capacity in the Sky+HD Box which is owned by Sky.
6. You must allow SSSL to update the software in the Sky Box by sending signals via satellite to your Sky Box. You must not tamper with the software in the Sky Box or authorise anybody else to do so.
7. Neither we, SHS nor Sky will be liable under any Agreements to which they are parties for any fault in the Sky Satellite Equipment or any other equipment you use, if this was supplied by a third party (including a retailer not acting as Sky's agent) or under a separate contract.

8. Standard Condition 14 also applies to these Terms and Conditions.
9. All payments must be made in full by the date on which they are due without any set off. If full payment is not received on the due date you will pay interest on the outstanding amount at the rate of 2% above HSBC's base rate from time to time from the date the sum was due until the date of actual payment.
10. You must activate your Viewing Card within 10 days of the installation or delivery of your Sky Satellite Equipment (or 6 weeks in the case of Sky In-Room Service customers). If you do not activate your Viewing Card then you must still pay Sky the full cost of the Sky Satellite Equipment you have received.
11. Unless we agree otherwise with you, you are responsible for the safe and environmentally sound disposal of your Sky Satellite Equipment when it is replaced or you no longer need it.

### IN THE EVENT THAT SUBSCRIBERS HAVE BEEN OFFERED FREE OR DISCOUNTED SKY SATELLITE EQUIPMENT THE BELOW TERMS AND CONDITIONS WILL APPLY.

Unless we agree otherwise, you must subscribe to the Service for at least 12 months from the date that the free or discounted Sky Satellite Equipment is installed. Sky will select the Sky Box and minidish to be supplied under this offer; the system may not be new but will in any event have the benefit of a 12 month manufacturer's warranty. Timing and supply of equipment and installation may be subject to availability delay.

This offer is limited to one set of Sky Satellite Equipment per customer (to whom the offer is made available, with minidish and LNB available only where it has not previously been provided) and per Premises. If you have previously had a free or discounted system or one has previously been supplied for the Premises, then you will not be eligible for this offer (subject to Sky's discretion to permit a further system if, for example, an ongoing subscription continues to be paid for in respect of the previously supplied system). You may not use this offer in conjunction with any other offer.

You must activate your Sky Viewing Card within 10 days of the installation of your Sky Satellite Equipment taking place or 6 weeks in the case of Sky In-Room Service customers. If you do not activate your Sky Viewing Card within this period then you shall be liable to pay to Sky an amount equal to the full cost to Sky for the free Sky Satellite Equipment provided to you (currently up to £80 excluding VAT or €100 excluding VAT for ROI customers for Sky Standard Satellite Equipment and £130 excluding VAT or €160 excluding VAT for ROI customers for Sky+HD Satellite Equipment) or the full cost less any amount already paid if the Sky Satellite Equipment is discounted and not free. You must also pay the full cost to Sky of installation services that you received under the terms of a free or discounted Standard Installation offer, less any amount you have already paid (currently up to £134 excluding VAT or €205 excluding VAT for ROI customers).

If you breach this offer by terminating your Subscription Agreement before the end of the 12 month period referred to above (if applicable) or the end of the Minimum Term of your Subscription Agreement, whichever is the later, then you shall be liable to pay to Sky an amount calculated as set out in clause 17.3 (which sum is a reasonable pre-estimate of Sky's loss arising from your breach). If there is any conflict between these offer terms and the Standard Conditions, these offer terms shall prevail.

### IN THE EVENT THAT SUBSCRIBERS HAVE REQUESTED THAT SKY ORGANISE INSTALLATION OF THEIR SKY SATELLITE EQUIPMENT AND/OR 3D TV, THE FOLLOWING TERMS AND CONDITIONS OF STANDARD INSTALLATION WILL APPLY:

These are the terms and conditions under which we will install your Sky Satellite Equipment (and 3DTV installation if applicable) at the Premises. We are Sky Subscribers Services Limited ("SSSL") and we are acting as an agent for Sky In-Home Service Limited ("SHS"), a company within the British Sky Broadcasting group of companies. References to 'we' or 'us' in these terms and conditions should be read as references to SHS. Any queries in relation to these installation terms and conditions should be directed to SSSL on **08448 244 244 (UK)** or **0818 719 888 (ROI)**.

#### Definitions

In these terms and conditions the defined terms below are in accordance with the definitions provided under your subscription agreement with Sky:

## 1. Standard Installation

A Standard Installation of Sky Satellite Equipment for reception by DTH comprises the following:

- (a) a two-man team attending your Premises for a maximum of two hours on site (a total of four man hours)
- (b) installation of one Sky Box and one minidish (minidish will be supplied only if there is no Sky minidish already installed)
- (c) installation of a quad LNB pack if this is not already installed
- (d) installation of a maximum of 40 metres of cabling from the minidish to the Sky Box
- (e) installation of the Sky+HD Box or SkyHD Box to one HD Ready screen if applicable
- (f) installation of a suitable length of HDMI to HDMI cabling as selected by the installer (up to 1 metre) to connect the Sky+HD Box or SkyHD Box to the HD screen if applicable

Any additional equipment, parts and/or labour time will be charged to you at extra cost. A SMATV system installation or other multiple Sky Box installation will be considered a non-standard installation. You must pay all costs related to a non-standard installation. We will advise you of these costs before we commence work.

For the avoidance of doubt Sky will not accept a screen that must be connected to a Sky+HD Box or SkyHD Box via component cables as HD Ready. If you tell us that an HD Ready screen is installed at the premises and the installer finds that there is no HD Ready screen with an HDMI input at the premises then your Sky HD Service will not be activated.

Standard 3DTV installation:

A standard 3D installation consists of a Standard Installation as outlined above plus the installation of a 47 inch 3DTV. Customers are responsible for supplying the 3DTV and any bracket required to install the 3DTV. If you do not have a 3D TV screen at your Premises then your Sky 3D Service will not be activated.

## 2. Access to Property

- (a) Once your application has been processed, we will contact you to arrange for installation of the Sky Satellite Equipment and/or 3D TV as appropriate. We will organise a day for installation which is convenient to both you and us, but this will be subject to the availability to us of Sky Satellite Equipment and/or 3D TV.
- (b) You must ensure that we are able to access your Premises on the appointed day.

## 3. Consents and Permissions

The installation of the Sky Satellite Equipment and/or 3D TV may require the agreement or consent of, for example, a landlord or the local council or authority. You are responsible for ensuring that all these agreements and consents have been obtained before we commence installation.

## 4. Works Required and Payment

- (a) Our installation of the Sky Satellite Equipment and/or 3D TV will be carried out by an installer appointed by Sky or its duly authorised representative.
- (b) A "standard installation" (as defined in section 1 above) of Sky Satellite Equipment and/or 3D TV assumes that no additional cabling, bracketry or other equipment is required or any works are required which are beyond the scope usual in a normal installation. A 'standard' installation further assumes that if you already have Sky Satellite Equipment, you will not continue to use it. You will be responsible for meeting all costs of installation carried out including standard installation (unless this is provided free as part of an offer) and beyond the standard installation (in all cases). Your installer will inform you of the costs of installation of Sky Satellite Equipment and/or 3D TV before commencing work. Alternatively, if you do not agree to those charges, you may cancel your installation, and Sky or its retail agent will repay anything you have already paid for it - please note that the cost of 3DTVs will not be reimbursed once these are in your possession. If you already have Sky Satellite Equipment installed at your Premises, then some of this equipment may be used for the installation and use of your new Sky Satellite Equipment.
- (c) Where any existing equipment needs to be upgraded or replaced for installation of a Sky+HD Box or SkyHD Box this will be carried out as part of the installation. If you already have Satellite Equipment that will continue to be used and/or have it relocated at your Premises, you must tell us at least 24 hours prior to the installation, and in that case a separate installation charge may be payable by you. If so, we will advise you of the amount of this charge, which must be paid before the day of installation of your Sky Satellite Equipment. Please call **08448 244 244** (UK) or **0818 719 888** (Republic of Ireland), for further details and full installation options.

- (d) If you wish to have your Sky Box connected to a telephone (or you are required to have it connected under clause 8.15 of the standard terms and conditions or as part of certain offer terms and conditions), it is your responsibility to have a telephone socket available close to the location of the installed Sky Box.
- (e) Unless we tell you otherwise, and provided you do not already have digital satellite equipment, the number of Sky Boxes that we can install at your Premises is restricted to a maximum of 4.

Please call 08448 244 244 (UK) or 0818 719 888 (ROI) for further details and full installation options. Sky Subscribers Services Limited Reg'd in England (No. 2340150) Registered Office: Grant Way, Isleworth, Middlesex, TW7 5QD

#### WHAT TO DO NEXT:

1. Please tick the relevant box on the contract form if an installation is required.
2. We will contact you by telephone to arrange a convenient installation date.
3. Your installation could take place at any time from 8.00am to 9.00pm on the installation day.
4. During your installation there must be someone on-site at your Premises who has your authority to:
  - give the engineer access to your Premises and show him/her where the Sky Box and/or 3D TV is to be installed
  - help the engineer with any questions he/she may have regarding the installation
  - provide authorisation for any additional work and costs that need to be carried out.
5. Please ensure that the engineer has access to all areas of your Premises, including the roof, on the day of installation.
6. So that we can test your system and you start enjoying Sky, your Sky Viewing Card must be activated on the day of your installation.
7. If our engineer considers that additional work is required beyond the Standard Installation, it may be necessary to carry out a site survey of your Premises on another day to provide an accurate scope and costing for your installation. If this is the case, we will discuss this with you and all associated costs before any further work is carried out.
8. Any costs will be added to your Sky subscription account and payment collected according to the payment method you have chosen. Please do not pay the engineer.

## RV PRICING POLICY

### APPLIES TO ALL AGREEMENT TYPES ON RATEABLE VALUE PRICING IN UNITED KINGDOM AND NORTHERN IRELAND

1. The price of your Sky digital subscription is determined by the rateable value for your premises that came into effect on 1 April 2010 (in mainland UK) and 1 April 2003 (in Northern Ireland). For the avoidance of doubt, your Sky digital subscription will continue to be determined by these rateable value listings (i.e. 2010 in mainland UK and 2003 in Northern Ireland) until further notice by Sky.
2. The non-domestic rateable value for your Premises means the rateable value as shown on the non-domestic rating list of the relevant valuation authority / association. Please note that until we receive a copy of your annual non-domestic rates demand or other necessary documentation evidencing the rateable value for your Premises, Sky reserves the right to deem rateable value to be £999,999 and you will be charged accordingly.
3. The rateable value for your Premises can be obtained from the government body responsible for setting rateable values in your country of operation. A searchable database of the 2010 rating list for England & Wales can be found online at [www.voa.gov.uk](http://www.voa.gov.uk) and for Scotland at [www.saa.gov.uk](http://www.saa.gov.uk). A searchable database of the 2003 rating list for Northern Ireland can be found at [www.lpsni.gov.uk](http://www.lpsni.gov.uk)
4. If a successful rateable value appeal is made for the Premises, you must notify Sky (with documentation reasonably acceptable to Sky) confirming the change. Sky will vary the level of future payments accordingly. In such circumstances Sky will allow you a credit for the difference between the previous and new Subscription Payments payable by you for the Premises. This credit will be made in respect of whichever is the shorter of either:
  - (a) the date from which the lower rateable value first applies until the date on which Sky receives proper notification from you of the change in rateable value; or
  - (b) 12 months.

For the avoidance of doubt, no credit or repayment will be due or made if notification of a decrease in rateable value is received by Sky after the end of the Term. If the rateable value of your Premises increases, you must notify Sky (with documentation reasonably acceptable to Sky) confirming the change. On receipt of written demand from Sky, you will immediately pay to Sky all additional sums due as a result of an increase in rateable value from the date on which such increase first applied to you, together with interest on such additional monies at the annual rate of 2% above HSBC's base rate from time to time (compounded monthly). If the rateable value of your Premises increases and you do not notify Sky with appropriate evidence of the new rateable value, you will be liable to pay the difference between your new rateable value and the old rateable value from the date the audit took place together with interest thereon.

#### **APPLIES TO PUB UK AND PUB TENANCY AT WILL UK AGREEMENTS RECEIVING ADJUSTMENTS ONLY**

1. No adjustments will be recognised in respect of Pub UK or Pub Tenancy At Will UK pricing for food sales until Sky have received appropriate evidence showing the required eligibility criteria is met. In England and Wales, in respect of food sales adjustments you must submit a breakdown of your Fair Maintainable Trade, as split out on your Rateable Value Certificate/Summary Valuation. In Scotland, you are required to submit a Valuation sheet showing a breakdown of your Hypothetical Achievable Turnover, which can be requested from your local Scottish Assessors Association office.
2. No adjustments will be recognised in respect of Pub UK or Pub Tenancy At Will UK pricing for outdoor sports areas until Sky have received appropriate evidence showing the required eligibility criteria is met. In England and Wales, this can often be found on the ratings list of the Valuation Office Agency website ([www.voa.gov.uk](http://www.voa.gov.uk)), or will be on your Rateable Value Certificate/Summary Valuation. In Scotland, you are required to submit a Valuation sheet showing a breakdown of your rateable value detailing any outdoor sports areas that form part of your overall rateable value. This can be requested from your local Scottish Assessors Association office. Sky has sole discretion to determine what constitutes an outdoor sports area.
3. Please note that for the purposes of calculating the outdoor sports area adjustment, Sky reserve the right to limit the portion of your rateable value which is attributable to your outdoor sports area to a maximum of 15% of the total rateable value of the Premises. If Sky choose to exercise this right, then Sky will inform you upon signing up, or write to you to inform you of the change to your price.
4. All Outdoor Sports Area and Food Sales pricing adjustments will be applied to the first full billing month not yet billed following receipt of the appropriate evidence showing that the required eligibility criteria is met.
5. Sky will only apply credits as a result of an appeal of the rateable value. Sky will not apply credits associated with food sales or outdoor sports area adjustments following an appeal of a rateable value. Further, Sky will only back date appeals to 2010 rateable value (in mainland UK) to 28 August 2010 for those customers signing up before 12 July 2010 and to 12 July 2010 in respect of those customers signing up from 12 July 2010 onwards.
6. You consent to Sky confirming and clarifying any information provided by you to Sky regarding your rateable value, (including in respect of any evidence provided for outdoor sports areas or food sales adjustments that may be applicable), with any and all appropriate organisations, bodies and local authorities.
7. Sky or its nominated representative shall have the right during normal business hours and on reasonable notice to audit the books and records of your business to corroborate the rateable value documentation provided to Sky (including in respect of Fair Maintainable Trade in England and Wales or Hypothetical Achievable Turnover in Scotland). If an audit reveals that the information is insufficient or incorrect then Sky may withdraw any adjustments applied to the rateable value.

#### **APPLIES TO ALL AGREEMENT TYPES ON LICENCE VALUE PRICING IN REPUBLIC OF IRELAND ONLY**

1. Our pricing system is linked to the Licence Value or excise duty payable on your Publican's Licence. Please note that until we receive a copy of your Publican's Licence, evidencing the Licence Value on your Publican's Licence you will be charged at the highest band rate applicable. (Certification of the Licence Value on your Publican's Licence from your independent auditor in writing will also suffice).
2. The Publican's Licence granted to your pub will clearly show on the right hand side the cost of Licence Value which will correspond to one of the price band categories A-F set out in the Sky Package and Price flyer. This will then allow you to establish the cost of the Sky subscription for your Premises.
3. If your Publican's Licence Value changes, there will be a corresponding change in your Sky subscription charge. Any change must be notified immediately to Sky in writing with a copy of the Publican's Licence attached. (Certification of the Licence Value on your Publican's Licence from your auditors in writing will also suffice). If the Licence Value of your Premises increases, you must notify Sky (with documentation reasonably acceptable to Sky)



confirming the change. On receipt of a written demand from Sky, you will immediately pay to Sky all additional sums due as a result of an increase in Licence Value from the date on which such increase first applied to you, together with interest on such additional monies at the annual rate of 2% above HSBC's base rate from time to time (compounded monthly). If the Licence Value of your Premises increases and you do not notify Sky with appropriate evidence of the new Licence Value, you will be liable to pay the difference between your new Licence Value and the old Licence Value from the date the audit took place together with interest thereon.

## APPLIES TO THE SKY SUBSCRIPTION AGREEMENT

### PRIVACY POLICY

A. By becoming a customer you agree that any member of the British Sky Broadcasting group and any company which may succeed our businesses may use and share, within that group, the information you provide and other information we hold about you for account management and market research. Our business partners may also use this information for customer profiling purposes, analysis and market research. If false or inaccurate information is provided and fraud is identified, 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, for example, when:

- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees;
- We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

In addition, we may provide information to third parties for the purposes of preventing or detecting crime or for the purpose of safeguarding national security. We also provide information when required to do so by law (for example under a court order) or in response to properly made demands in accordance with legislative powers. Disclosures made will be in accordance with applicable data protection legislation.

- B. Unless you have told us otherwise any member of the British Sky Broadcasting group (and any company which may succeed our businesses) and third party Business Partners, may use and share the information you provide and other information we hold about you for the marketing of Sky's and third parties' products and services including for a reasonable period of time after you cease to be a customer. This may include contacting you for marketing by post, telephone, email or SMS and using and publishing information about your premises in applications designed to promote the availability of Sky services at your premises.
- C. By using your Sky Box you agree that any member of the Sky group may use information about the channels, programmes, advertisements and services accessed, viewed, recorded or forwarded through using the Sky Box with a view to improving the services Sky provides to you and allowing you to receive information about products and services that are likely to be of most interest to you.
- D. Unless you tell us otherwise, we may use this information to provide you with personalised services, such as providing you with viewing recommendations and tailored advertising. This means that we have your agreement to store information about you on the devices you use, for example to make some of the adverts you see more relevant to you. Unless you tell us otherwise, we may also supply this information to third parties such as advertisers, broadcasters, research organisations and channel and other entertainment providers to carry out advertising or programming research, and to third parties that offer products or services that we believe may interest you or our customers in general for their use in providing services or information to you. Such third parties shall be prohibited from using this information for any other purpose and from passing it to any other third parties.
- E. If you haven't already told us that you don't want your information to be used as set out in paragraphs B and D above, then please call Sky Business Customer Service on **08448 244 244** (UK) or **0818 719 888** (Republic of Ireland) or send an email to [sb2b@bskyb.com](mailto:sb2b@bskyb.com).

## REQUIREMENTS FOR THE LABEL 'HD READY'

A display device has to meet the following requirements to be awarded the label 'HD ready':



### 1. Display, display engine

The minimum native resolution of the display (e.g. LCD, PDP) or display engine (e.g. DLP) is 720 physical lines in wide aspect ratio.

### 2. Video Interfaces

- The display device accepts HD input via:
  - analogue YPbPr1, and
- DVI or HDMI (A Standard Installation for HD compatible equipment will only be carried out by Sky on screens with HDMI input)
- HD capable inputs accept the following HD video formats:
  - 1280x720 @ 50 and 60Hz progressive ("720p"), and
  - 1920x1080 @ 50 and 60Hz interlaced ("1080i")
- The DVI or HDMI input supports content protection (HDCP)

The HD Ready label requirements are set by EICTA. Further information may be found at [www.eicta.org](http://www.eicta.org)

## SKY BOX OFFICE STANDARD TERMS AND CONDITIONS FOR SKY BUSINESS SUBSCRIBERS

### 1. Event

- (a) To purchase an Event, you must be a current subscriber under a Sky Business Digital Commercial Agreement ("Agreement"). Subject to these Conditions, we will supply to you any Event that you order and you are permitted to receive it via your Sky Box and Viewing Card.
- (b) If the Event is made up of a number of events, we can change the events package. We may change the time at which any Event is shown, and if so we will advertise the changed time on air. We can cancel or withdraw any Event, in which case you will not be charged for it.
- (c) Sky may refuse your order for any Event in its reasonable discretion.
- (d) Sky may terminate the contract in respect of any Event (after Sky has accepted your order) if at any time
  - (i) you have not made any payment which is due to Sky; or
  - (ii) you have broken any of these Conditions; or
  - (iii) you have broken any of the terms and conditions of your Agreement.
- (e) Delays in validating your Viewing Card may arise if bookings are made within five hours of an Event start time.
- (f) Purchase of and payment for the Event entitles you to receive only the Event on these Conditions and no other event, film or programme (whether offered on Sky Box Office or otherwise).

### 2. Payments

- (a) Payment for the Event will be payable by you by way of the same payment method as Subscription Payments under your Agreement (and you consent to all such payments being charged under your payment instruction) or, if Sky elects to permit this, by one-off credit card payment.
- (b) We may from time to time assess your credit standing using credit scoring and may use information from outside agencies for this. Sky will apply reasonable practices for administering your account based on the result of that scoring.
- (c) You may cancel an order for an Event not less than five hours before the start time of the Event. Once ordered, you are liable to pay for any Event (unless such Event is cancelled in accordance with these Conditions) irrespective of whether you watch any or all of such Event.

### 3. Liability

Subject to any applicable statutory rights, we shall not be liable to you because of any failure to provide an Event for reasons outside our reasonable control or because of anything for which we have excluded liability under the Agreement.

### 4. Copying and Redistribution

- (a) You must not redistribute and/or re-broadcast or cause, enable and/or permit any other person to redistribute or rebroadcast the Event or any part of it for any reason whatsoever or exhibit the Event save in accordance with the terms of your Agreement.
- (b) You must not make any charge for viewing of any Event nor exhibit any Event in public in circumstances where the audience has paid for admission to the place where the Event is to be seen or heard.
- (c) Sky may prevent the copying (for example by video) of any Event. This may be by including signals in the broadcast of an Event which prevent copying of that Event. Sky may also disable or alter remotely certain functions of your Sky Box so as to prevent you copying an Event and Sky may prevent you from receiving Events if your Sky Box allows copying of Events which Sky is bound by contract to prevent.

### 5. Miscellaneous

- (a) These Conditions apply only to customers whose Premises are in the United Kingdom of Great Britain, Northern Ireland, Channel Islands and Isle of Man or Republic of Ireland.
- (b) All terms and conditions of your Agreement relating to Viewing Cards, liability, copying, copyright, Marks, notices, transfer, geographical status, VAT, agency, set off and law are incorporated in these Conditions to the extent that they are consistent with them.
- (c) Certain Events may not be available to all subscribers. Sky will make this clear when the relevant Event is offered.
- (d) Terms used in these Conditions and not defined shall bear the meanings given to them in your Agreement.

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