



## ANNEX 3 - STANDARD TERMS AND CONDITIONS

Part 1A applies if you contract for the TV Service (as indicated in your Order Form). Part 1B applies if you contract for the BarBeats Service (as indicated in your Order Form). Part 2 applies to all Services. Clauses surrounded by blue boxes only apply to the Categories listed in those boxes (otherwise clauses apply to any Service covered by that Service Agreement). If you have ordered a BT Sport Box Office Event only, and do not subscribe to receive any Channels, then only Clause 12 of Part 1A will apply to you (plus the other terms of this Annex 3 incorporated by reference).

### PART 1A – TV SERVICE AGREEMENT

#### 1. COMMENCEMENT AND MINIMUM PERIOD

- 1.1 This Service Agreement comes into force on the effective date of the Order Form and will continue, at a minimum, for the Minimum Period, unless terminated before then in accordance with this Agreement. The Minimum Period for this Service Agreement is set out in the Order Form.
- 1.2 This Service Agreement will continue after the Minimum Period until either party ends it in accordance with the Agreement.

#### 2. RIGHTS AND LIMITATIONS

*APPLIES IF YOU USE STANDARD DTH (I.E. ALL SERVICE AGREEMENTS EXCEPT WHERE BT HAS AUTHORISED USE OF A BESPOKE DISTRIBUTION SYSTEM)*

- 2.1 This Agreement gives you the right during the Service Term to receive the TV Service at the TV Premises and to exhibit the TV Service within the TV Premises as permitted by this Agreement on Approved Display Devices only within the Territory. You are not permitted to distribute, exhibit or otherwise show the TV Service or any part of it anywhere else, using any other device, or in any other manner.
- 2.2 You will notify BT of the number of Approved Display Devices that are linked to each Satellite Receiver Box at the TV Premises, if BT requests this.

*APPLIES TO HOTELS, OFFICES, STADIA, HOSPITALS, YACHTS, RIGS, STUDENT ACCOMMODATION, OR IF BT OTHERWISE AUTHORISES YOU TO USE A BESPOKE DISTRIBUTION SYSTEM*

- 2.3 This Agreement gives you the right to receive the TV Service during the Service Term and in the Territory and to exhibit the TV Service in the Territory at Points which are (A) in private rooms within the TV Premises and (B) in Communal Areas within the TV Premises, provided that you have notified all the Points and Communal Areas to BT under clause 2.5. You must not remove Channels from the TV Service available at the Points or Communal Areas. If you operate (yourself or via a third party supplier) a Bespoke Distribution System to deliver the TV Service to any of the Points, you are further authorised to re-transmit (simultaneously) the TV Service from the input (head-end) of the Bespoke Distribution System to such Points, via the Bespoke Distribution System, but only if it complies with (and has been approved by BT under) clause 2.4. You are not permitted to distribute, exhibit or otherwise show the TV Service or any part of it anywhere else, using any other device or distribution system, or in any other manner. Subject to any restrictions in this Service Agreement, you must distribute all of the Channels in your Service in full at all times to every Point in the TV Premises (but to no other terminal or device except the Points). The previous sentence does not apply to Student Accommodation (for which any exhibition in private rooms is discretionary).

- 2.4 Re-transmission of the TV Service via a Bespoke Distribution System has a higher security risk profile than normal DTH reception, therefore this is only permitted once approved by BT in accordance with this clause. Promptly following signature of the Order Form, you will supply details of the Bespoke Distribution System reasonably requested by BT, to include at a minimum an architecture diagram and the security measures deployed showing how the signal carrying the TV Service is protected end-to-end (e.g. physical access control, encryption). Following receipt of these details, BT may either (i) approve the Bespoke Distribution System by providing notice of its approval to you (including by email) (ii) recommend changes to it or (iii) reject it and terminate this Service Agreement without further liability. As between you and BT, you are solely responsible for implementing, operating and maintaining any Bespoke Distribution System, and for clarity, BT has no responsibility or liability in connection with the implementation, operation or maintenance of your Bespoke Distribution System.
- 2.5 All Points, Bars and/or other Communal Areas must be included in the Premises List in the Order Form. You can change the number of Points, Bars and/or other Communal Areas by giving BT at least fourteen (14) days' notice before the change takes effect, including in your notice the revised number of Points, Bars and/or other Communal Areas and the date the change will take effect (provided that there are at least two (2) Points at all times). In the event of an increase, additional Subscription Charges will be payable from the date of the increase, as per the applicable BT Sport Standard Rate (and if you have not notified BT as described in this clause, for example if BT discovers the correct number of Points, Bars and/or other Communal Areas during a compliance visit, this increase will be backdated to the date the increase took effect, plus interest at the annual rate of two per cent (2%) above the base rate of Barclays Bank plc, compounded monthly). In the event of a decrease which occurs during the Minimum Period, Early Termination Charges will apply to the cancelled Points, Bars and/or other Communal Areas.
- 2.6 You warrant and represent the accuracy of the number of Points, Bars and/or other Communal Areas included in the Premises List or later notified to BT. If you discover any inaccuracy in this information you must notify BT immediately. You will confirm the number of Points, Bars and/or other Communal Areas on request by BT. BT or an authorised representative may at any time, by providing reasonable notice, visit the TV Premises to verify the accuracy of this information and you will ensure that staff at the TV Premises provide BT with reasonable assistance in carrying out the audit.
- 2.7 You also represent and warrant that:
- 2.7.1 the TV Service will be distributed via the Bespoke Distribution System which has been approved under clause 2.5, to at least two (2) Points;
  - 2.7.2 at your cost, you will procure, install and maintain all equipment required to perform and comply with this Service Agreement (subject to any Offers you have contracted for) and have in place all consents needed for the operation and maintenance of this equipment (to be provided to BT on request);
  - 2.7.3 where your TV Service is exhibited in Bar(s), the Bar(s) are and shall remain public licensed bar(s) in your TV Premises (unless BT agree that you may exhibit the Channels in any Communal Areas of your TV Premises which are not licensed bars);
  - 2.7.4 where your TV Service is exhibited in any Communal Area, at least one Satellite Receiver Box will be connected to at least one Point in the same Communal Area at all times. This restriction does not apply to Hotels; and
  - 2.7.5 where your TV Service is exhibited in any Communal Area, the Satellite Receiver Box(es) in that Communal Area shall not be connected to Points outside that Communal Area, including Points in any other Communal Area. This restriction does not apply to Hotels.

- 2.8 You will observe all restrictions on distribution or exhibition of any of the Channels in the TV Service that are set out in this Agreement or otherwise notified to you by BT from time to time (acknowledging that these restrictions may be imposed on BT by the Sky DSAT platform). These include but are not limited to: viewing of Channels or particular programmes by the public, viewing of Channels or particular programmes in a given type of room or area of the TV Premises, and use of PVR Functionality to record and play back Channels.
- 2.9 You must not use any residential viewing cards, illegal or unauthorised foreign or streaming services (including Dreambox and “Kodi” boxes) at the TV Premises or any other Site or exhibit or display at such TV Premises or Site any programme, video, video clip or other moving or static images or any audio recording, audio clip or any part thereof which, in any case, infringes the copyright, moral rights or other intellectual property rights in any portion of the audio, visual and/or audio-visual content contained in the Channels.
- 2.10 The exhibition of any Channel(s) must be without interruption, time delay, addition, commercial or other insertion (such as 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 Approved Display Devices at the same time as the Channels are present). The Channels must also be exhibited in full (without reduction in size or overlaying) on the whole screen area of the Approved Display Devices.
- 2.11 You will not, without BT’s prior written agreement, use the TV Service for any commercial purpose or for financial gain other than as reasonably contemplated by the ordinary use of the TV Service in your type of TV Premises (including without limitation: creating any commentary, compiling statistics or data, news reporting, information or editorial services).
- 2.12 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 BT or any third party, or that any Channel forms part of a broadcast or exhibition by you or a third party.
- 2.13 You will not cause or permit the distribution or re-transmission of the TV Service to any third party or cause or permit the distribution or re-transmission of the TV Service other than within the TV Premises.

### **3. THE TV SERVICE**

- 3.1 BT will transmit or arrange for transmission of the Channels by satellite(s). If during the Agreement 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, BT will use reasonable endeavours to provide you with thirty (30) days’ notice of this change. You accept that it may not always be possible for BT to provide the notice in this clause, such as, but not limited to, where changes arise because of events beyond BT’s control.
- 3.2 At the date of this Agreement, the TV Service is distributed on the Sky Digital Satellite Platform and is not distributed to commercial TV Premises via BT’s own television platform(s). In the event that this changes and the TV Premises are able to receive the TV Service via such platforms, BT may, at its sole discretion, offer to alter your TV Service so that it is delivered via such platforms. For the avoidance of doubt, you may not display the Channels in the TV Premises or elsewhere using a residential subscription to any BT television service.
- 3.3 At the date of this Agreement and throughout the Service Term, BT warrants that:
- (a) it will not knowingly include in the content of the Channels any illegal material; 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, except that BT

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.

The warranties provided in clause 3.3 above are only as extensive as those provided to BT by the suppliers of relevant programme material included in the Channels where such content is not produced directly by BT itself.

- 3.4 Occasionally, for operational reasons, BT may need to interrupt or suspend the TV Service without notice to you. If this happens, BT will restore it as quickly as possible.
- 3.5 The TV Service is not fault free and it may be impaired by geographic, atmospheric or other conditions or circumstances beyond BT's control.
- 3.6 The TV Service may not be available in all parts of the Territory due to "line of sight" issues such as trees or other obstacles blocking reception of the TV Service.

#### **BT Sport Pack(s)**

- 3.7 BT may, at any time, in its sole discretion:
  - (a) introduce one or more new channels or sports packs or replace or withdraw any of the Channels or BT Sport Packs;
  - (b) replace, change or withdraw any programming or content on any of the Channels;
  - (c) change or reduce the broadcast hours of any of the Channels; and/or
  - (d) encrypt or unencrypt any of the Channels.
- 3.8 Any changes made by BT to a BT Sport Pack (or to the Channels in them) under clause 3.7 will be notified to you in accordance with clause 8 of the General Terms.

#### **Additional Channel(s) and Bonus Channel(s)**

- 3.9 BT may supply you with Bonus Channels at no additional charge. BT may:
  - (a) withdraw or change these Bonus Channels or their multiplexes without giving notice to you; and/or
  - (b) change any Bonus Channel which is provided at no additional charge (including any multiplex) such that it becomes an Additional Channel at an Additional Charge. BT will tell you of such a change and the charges that will become payable for that Additional Channel.
- 3.10 BT may offer you Additional Channels. If such channels are offered under this Agreement and you decide to take them, they will then be included in the TV Service. BT will inform you of the charges.
- 3.11 Whilst you are taking the TV Service, BT may (in its discretion) grant you access to the BT Sport Commercial Dropbox which contains promotions ("**Promotions**") for you to use in the TV Premises. If you access the BT Sport Commercial Dropbox and use the Promotions, the following terms shall apply:
  - (a) The availability of the BT Sport Commercial Dropbox and the Promotions (including the number and type of Promotions) from time to time shall be determined by BT. BT shall update the Promotions from time to time. You are responsible for selecting the Promotions that you wish to make available (including ensuring that you select up to date Promotions). BT may withdraw access to the BT Sport Commercial Dropbox and/or any Promotions at any time.

- (b) Access to the BT Sport Commercial Dropbox and the Promotions shall be for no additional charge during such time as you are taking a TV Service.
- (c) Access shall be granted to one or more of your personnel or your marketing agency. You agree to limit access to only those personnel who strictly need access for distribution of the Promotions in your TV Premises.
- (d) You may only show the Promotions on screens in TV Premises where there is a current TV Service subscription. You agree that you shall not make the Promotions available otherwise (including on any website or social media).
- (e) The Promotions must be used with sound off only.
- (f) BT may (acting reasonably) request that you provide BT with photos of the Promotions being used in the TV Premises from time to time, and you agree to provide the photos as directed by BT.
- (g) All rights, title and interests in and to the Promotions shall at all times be the property of BT or its licensors. You shall only use and make available the Promotions as expressly described above, and shall not use, copy or make available the Promotions or any part thereof in any other manner whatsoever.

#### **4. SUBSCRIPTION CHARGES**

- 4.1 This clause contains payment obligations specific to the TV Service and supplements clause 5 (*Charges*) of the General Terms (which among other things, contains general payment terms and BT's right to change the level or structure of the Charges).
- 4.2 The terms of this clause 4 may be varied in the Order Form and are subject to any Offers which you have contracted for.

*APPLIES IF YOUR TV PREMISES FALLS INTO THE CATEGORIES OF PUBLIC HOUSE, CORCA CLUB, BOOKMAKERS OR GOLF CLUB, AND TO NEW CATEGORIES WHERE BT DECIDES THAT PRICING IS CALCULATED BY RATEABLE VALUE*

- 4.3 The Subscription Charges are calculated by multiplying the total number of TV Premises in each Category in the Premises List by the BT Sport Standard Rate applicable to that Category and Option, and (where the Premises List contains more than one Category), adding together the total Subscription Charges payable per Category. The BT Sport Standard Rate is determined by the non-domestic rateable value band which your TV Premises fall into, in accordance with the Rateable Value Pricing Policy.

*APPLIES TO GENERAL NON-LICENSED, GENERAL LICENSED AND SPORTS CLUB (NON-GOLF)*

- 4.4 The Subscription Charges are calculated by multiplying the total number of TV Premises in each Category in the Premises List by the BT Sport Rate Card price applicable to that Category and Option, and (where the Premises List contains more than one Category), adding together the total Subscription Charges payable per Category.

*APPLIES TO RIGS, HOSPITALS, HOTELS, OFFICES AND YACHTS*

- 4.5 The Subscription Charges are calculated by multiplying the total number of Points at the TV Premises by the Subscription Charges payable per Point which are set out in the prevailing BT Sport Rate Card for the relevant TV Premises Category and Option, subject to minimum charges of £100 per TV Premises (excluding VAT).
- 4.6 If the TV Service is displayed at Communal Areas at the TV Premises, then additional Subscription Charges will be payable, as set out in the BT Sport Rate Card for the relevant type of Communal Area or as otherwise advised by BT (for example, exhibition in Bars will incur a Bar charge), depending on the pricing band which applies, which in turn is determined by the number of Points in the TV Premises.
- 4.7 If the number of Points in the TV Premises changes in any month, BT may either (at its discretion), (i) deem the number of Points during that month to be the sum of the number of Points on the first and last days of the month, divided by two, and calculate the Subscription Charges for that month accordingly (ii) amend the Subscription Charges with effect from the subsequent month. This applies both to Subscription Charges payable for Points and, if the new number of Points places the TV Premises in a different price band, to Bars also.

*APPLIES TO STADIA ONLY*

- 4.8 The Subscription Charges payable per Stadium are set out in the BT Sport Rate Card for your Option and are determined by the capacity of the Stadium and league. Pricing may be subject to change as a result of a club's movement between leagues. For the avoidance of doubt, the Subscription Charges for a Stadium do not cover exhibition of the Service in sites which are generally accessible to the public but which happen to be physically adjoined to the Stadium (exhibition of the Service in such sites requires the site to be added to this Agreement as a separate TV Premises).

*APPLIES TO STUDENT ACCOMMODATION ONLY*

- 4.9 The Subscription Charges payable per Premises in the Student Accommodation Category are set out in the BT Sport Rate Card for your Option and are determined by the price band which applies, which in turn is based on the number of bedrooms in the Premises.

- 4.10 The Subscription Charges are payable monthly in arrears with effect from Activation of the first Viewing Card (unless otherwise stated in the Order Form).
- 4.11 Except where your BT Sport Pack only consists of one Channel, the Channels within the BT Sport Pack are a single package, and you cannot choose individual Channels within the BT Sport Pack separately. If you choose to upgrade the TV Service, you must remain with and pay for that new Service for at least thirty (30) days (unless otherwise stated in an Offer).
- 4.12 For the avoidance of doubt, BT Sport Box Office Events are not included in the Subscription Charges and must be purchased separately pursuant to Clause 12. Prices for each Event may vary.

## 5. VIEWING CARDS

*APPLIES IF YOU USE STANDARD DTH (I.E. ALL SERVICE AGREEMENTS EXCEPT WHERE BT HAS AUTHORISED USE OF A BESPOKE DISTRIBUTION SYSTEM)*

- 5.1 Subject to your compliance with this Service Agreement, you are entitled to use one Viewing Card (unless BT supplies you further Viewing Cards under clause 5.3) at the TV Premises designated for that Viewing Card, during the Service Term, for the sole purpose of receiving and exhibiting the TV Service at that TV Premises.

*APPLIES TO HOTELS, OFFICES, STADIA, HOSPITALS, YACHTS, RIGS, STUDENT ACCOMMODATION, OR IF BT OTHERWISE AUTHORISES YOU TO USE A BESPOKE DISTRIBUTION SYSTEM*

- 5.2 Subject to your compliance with this Service Agreement, you are granted the following Viewing Card entitlements during the Service Term, for the sole purpose of receiving and exhibiting the TV Service at the relevant Point(s) and/or in the relevant Communal Area(s):
- (a) one Viewing Card for each (i) Channel within the TV Service delivered to Points via or (ii) blade a Bespoke Distribution System; and
  - (b) one Viewing Card for each Communal Area in respect of which you subscribe to receive the Service via DTH. For the avoidance of doubt, you may exhibit the TV Service on more than one Approved Display Device within the Communal Area.

BT may supply you with further Viewing Cards under clause 5.3.

- 5.3 Additional Viewing Cards are available upon request from BT which BT may provide at its sole discretion, up to a maximum of three (3) Viewing Cards per TV Premises (but never more than one (1) Viewing Card per Satellite Receiver Box).
- 5.4 You will not part with possession of any Viewing Card. If you do, or BT has reasonable grounds to believe that you have, BT may (without prejudice to its other rights under this Agreement) invalidate your Viewing Card(s) or cause them to be invalidated.
- 5.5 Viewing Cards are not transferable between TV Premises (or between Rooms/Points/Bars/Communal Areas, if applicable) without BT's prior written approval.
- 5.6 The possession of a Viewing Card will not (in itself) entitle you to receive the TV Service.
- 5.7 You will not tamper with a Viewing Card or use or allow it to be used in any way or for any purpose which BT has not authorised.

5.8 In order to receive the TV Service without interruption your Viewing Card must be kept in the Satellite Receiver Box at all times and you are advised to keep your Satellite Receiver Box connected to a mains supply (and suitable satellite dish) and on standby mode while not in use. The Viewing Card and the software in the Satellite Receiver Box are not, and will not become, your property. You must not tamper with the software or allow anyone else to do so.

5.9 You must Activate your Viewing Card(s) within ten (10) days of:

- (a) receipt of the Viewing Card(s) from BT where BT have provided you with new Viewing Card(s); and
- (b) the date of this Agreement where you receive or have received Viewing Card(s) from a third party.

If you fail to do so, BT may terminate this Service Agreement without further liability (and with no refund of charges) and may claim Early Termination Charges.

5.10 Upon the receipt of any new or replacement Viewing Card, you must immediately:

- (a) check that the new Viewing Card is enabled for the TV Service; and
- (b) inform BT of the Viewing Card number and provide all other details reasonably requested by BT to enable BT to Activate the Viewing Card.

Until you have taken these actions, the TV Service may not be available and may result in you being unable to exhibit the TV Service, in which case (a) you will remain fully liable to pay the Subscription Charges and (b) BT will have no liability for failure to exhibit the TV Service.

5.11 The validity of a Viewing Card will at all times be at BT's sole discretion. BT may at any time invalidate Viewing Cards immediately and without notice (a) to protect the security of the "conditional access" system (the system which makes use of encryption and other technologies to restrict viewing of the TV Service to subscribers, depending on the Option chosen) or (b) if BT believes you are using or permitting the use of a Viewing Card in an unauthorised manner or for unauthorised purposes or (c) upon termination or expiry of this Service Agreement or during any period where BT is entitled to suspend the TV Service under the General Terms or (d) otherwise if it is reasonable to do so. BT understands that Sky may also invalidate cards in these circumstances. If a Viewing Card is invalidated by BT or Sky, BT will have no liability under this Agreement to provide the TV Service to the affected TV Premises.

#### **Lost, Stolen, Damaged or Malfunctioning Viewing Cards**

5.12 If your Viewing Card is lost, stolen, damaged or fails to work you must immediately notify BT using the contact details set out in your Order Form or the contact details otherwise notified to you by BT. Subject to clause 5.13, BT may charge you for the cost of replacing a Viewing Card that is lost, stolen, damaged, fails to work, or which BT decides (at BT's sole discretion) to replace due to your failure to take adequate security precautions as set out in clause 6.1. BT will invalidate any Viewing Card that you tell us is lost, stolen, missing, does not work or is replaced.

5.13 Where the Viewing Card supplied by BT is damaged or fails to work, you must return it to BT (or as BT directs). If the Viewing Card fails to work because of any malfunction which, in BT's sole opinion, arose because of a defect existing when the Viewing Card was supplied to you, BT will replace the Viewing Card free of charge or procure its replacement. If the Viewing Card is faulty or damaged or fails to work in any other way and/or you do not return the Viewing Card to BT, then BT can charge you the cost of replacing it based on the prevailing rate charged by Sky (currently £12.50).

5.14 BT will not be liable for:



- (a) any defect in a Viewing Card attributable to (i) any manufacturing error (ii) unauthorised use of or tampering with the Viewing Card (iii) your negligence and/or your failure to follow BT's user instructions; or
- (b) the consequences of any use of a Viewing Card with any decoding apparatus not authorised by BT.

## 6. SECURITY

- 6.1 You will implement such security measures and policies as are sufficient to ensure that no-one in the TV Premises (whether staff, members of the public or otherwise) is capable of interfering with, tampering or misusing the equipment used to receive and exhibit the TV Service (including Viewing Cards, Satellite Receiver Boxes, and, if applicable, Bespoke Distribution Systems) in a way which would cause you to be in breach of Clause 2 (*Rights and Limitations*) or clause 5 (*Viewing Cards*) of this Service Agreement.
- 6.2 BT reserves the right to audit your compliance with clause 5 and clause 6.1. Upon reasonable prior notice from BT, you will arrange for BT to be provided with such access and assistance as is necessary to allow such audits to be carried out. If an audit identifies any breach of clause 5 and/or clause 6.1, then without limiting BT's other rights, you will implement any recommendations and/or corrective actions proposed by BT within thirty (30) days.

## 7. SATELLITE EQUIPMENT FOR THE TV PREMISES

- 7.1 To be able to receive the TV Service, you need a working set of Satellite Equipment. This must be installed before the TV Service can be provided. Any installation of Satellite Equipment is at your own cost (unless otherwise stated in an Offer which applies to you) and at your liability and risk.
- 7.2 Where you do not have a working set of Satellite Equipment, BT can introduce you to an Authorised Equipment Installer. Any contract for the installation is made between you and the Authorised Equipment Installer and is entered into at your own risk and liability. The current Authorised Equipment Installer is SCCI Alphatrack Limited whose terms and conditions are available at <http://www.sccialphatrack.co.uk/terms&Conditions.php>. If BT funds the installation of Satellite Equipment pursuant to an Offer, this only covers a standard installation and if you incur any non-standard or ongoing costs in connection with such installation, these must be paid to the Authorised Equipment Installer directly.
- 7.3 BT excludes all liability in respect of:
  - (a) any Satellite Receiver Box and/or other Satellite Equipment you procure from any Authorised Equipment Installer; and/or
  - (b) any installation carried out by any Authorised Equipment Installer. Any defect, or problem with any such Satellite Equipment and/or installation, is the liability and responsibility of the Authorised Equipment Installer who installed it.
- 7.4 If Sky requires you to (or you choose to) return any Viewing Card and/or Satellite Equipment under any contract you have with Sky, then this will not affect your obligations to BT in this Agreement and for clarity, you will continue to be liable to pay the Subscription Charges in full. If Sky requires you to continue to pay subscription charges for continued possession of Satellite Equipment and Viewing Cards, then this is your sole responsibility.

## 8. COPYRIGHT AND TRADEMARKS

- 8.1 You will not exhibit, copy (except as permitted by sections 30(2) of the Copyright, Designs and Patents Act 1988 ("the Act"), if applicable), redistribute or relay any of the Channels or any part of them in the TV Premises or elsewhere (other than during the Service Term and as expressly permitted by this Service

Agreement) or otherwise deal with the Channels or any part of them (other than as expressly permitted by section 30(2) of the Act, if applicable).

- 8.2 You will 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 (including for the avoidance of doubt, the TV Premises, or any part thereof) 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)).
- 8.3 BT may disable or alter remotely (or procure the disablement or alteration of) certain functions of your Satellite Receiver Box so as to prevent you from copying the Channels and BT may prevent you from receiving the TV Service if your Satellite Receiver Box allows copying of Channels which BT is bound by contract or applicable law to prevent.
- 8.4 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 BT 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 BT 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 BT's prior written consent and to the extent BT does grant any such consent, such consent automatically ceases upon termination of this Service Agreement.
- 8.5 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 BT 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 BT.

## **9. TERMINATION**

- 9.1 This clause is specific to the TV Service and supplements the termination provisions in the General Terms.
- 9.2 If BT receives notice from Sky or otherwise becomes aware that the TV Service (or particular Channels) will no longer be distributed over the Sky Digital Satellite Platform, then BT will be entitled to terminate this Service Agreement (in whole or in part depending on whether the entire Service is withdrawn or only particular Channels) upon written notice to you and without further liability, to take effect from the date the TV Service (or particular Channels, if applicable) cease(s) to be distributed over the Sky Digital Satellite Platform (and no Early Termination Charges will be payable). BT will give you as much notice as reasonably practicable in this instance.
- 9.3 If (for any reason) you continue to retain Viewing Card(s) following expiry or termination of this Service Agreement then any of your obligations in this Service Agreement which relate to Viewing Card(s) will survive such expiry or termination, until such time as the applicable Viewing Card(s) are returned to the party which supplied them.
- 9.4 For clarity, the removal of any Bonus Channel from your Service or the changing of a Bonus Channel to an Additional Channel (for which Additional Charges shall apply) do not allow you to terminate this Service Agreement for material detriment under clause 9.1(a) of the General Terms.

## **10. DATA PROTECTION**

- 10.1 For TV Premises which are in the category of Public House, Golf Club and Sport Club (non-Golf) only, BT runs a service called 'BT Sport Pub Finder' which aims to improve customer experience by allowing individuals to find TV Premises that show the Channels. By taking the TV Service, you agree that your

TV Premises will be included in Sport Finder and that the details of your TV Premises (including the name, address, postcode, phone number and website (where applicable)) may be on our website(s) in order to facilitate such services. You will not enter any “personal data” (as defined by applicable data protection law) into any BT Sport Pub Finder tool.

APPLIES IF YOUR TV PREMISES FALLS INTO THE CATEGORIES OF PUBLIC HOUSE, CORCA CLUB, BOOKMAKERS OR GOLF CLUB, AND TO NEW CATEGORIES WHERE BT DECIDES THAT PRICING IS CALCULATED BY RATEABLE VALUE

## 11. RATEABLE VALUE PRICING POLICY

*New policy revised and effective from 14 June 2018, subject to Clause 11.10*

- 11.1 Subject to Clause 11.10 (New RV Implementation Terms), the Subscription Charges for the TV Service are determined by the rateable value of your TV Premises that came into effect on 1 April 2017 (in mainland UK) and 1 April 2013 (in Northern Ireland) (except for mainland UK Bookmakers whose Subscription Charges will be determined by 1 April 2010 rateable value listings). Your Subscription Charges will continue to be determined by these rateable value listings until further notice by BT, unless BT deems your Premises to be in a Category where rateable value does not determine pricing
- 11.2 The non-domestic rateable value for your TV Premises means the rateable value as shown on the non-domestic rating list of the relevant valuation authority / association (for example the Valuation Office Agency (VOA), the Scottish Assessors Association (SAA); or the Valuation of Lands Agency (VLA) (or, in each case, any successor in function thereto)).
- 11.3 It is your responsibility to provide BT with the necessary documentation evidencing the rateable value of your TV Premises. Until you do so, BT reserves the right to deem rateable value to be £999,999 and your Subscription Charges will be determined accordingly.
- 11.4 The rateable value for your TV Premises can be obtained from the government body responsible for setting rateable values in your country of operation. A searchable database of the 2017 (2010 for Bookmakers) 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 2013 rating list for Northern Ireland can be found at [www.lpsni.gov.uk](http://www.lpsni.gov.uk).
- 11.5 If a successful rateable value appeal is made for the TV Premises, you must notify BT (with documentation and other evidence acceptable to BT) confirming the change. BT will amend the level of future Subscription Charges accordingly. In these circumstances BT will allow you a credit for the difference between the previous and new Subscription Charges payable by you for TV Premises. This credit will be made in respect of the shorter of:
- (a) the date from which the lower rateable value first applies until the date on which BT receives proper notification from you of the change in rateable value; or
  - (b) twelve (12) months.
- 11.6 No credit or repayment will be due or made if notification of a decrease in rateable value is received by BT after the end of the Service Term.
- 11.7 If the rateable value of your TV Premises increases, you must notify BT (with documentation or other evidence acceptable to BT) confirming the change. When notified by BT, you will immediately pay to BT all additional sums due under this Service Agreement as a result of such increase in rateable value from the date on which such increase first applied to the TV Premises, together with interest on such additional monies at the annual rate of 2% above the base rate of Barclays Bank plc from time to time (compounded monthly).
- 11.8 If BT discovers (whether or not as part of an audit conducted under clause 11.9) that the rateable value of your TV Premises has increased and you have not notified BT with appropriate evidence of the new rateable value, you will, when notified by BT, immediately pay BT all additional sums due under this Service Agreement as a result of such increase in rateable value from the date such increase in rateable value first applied to the TV Premises together with interest on such additional monies at the annual rate of two per cent (2%) above the base rate of Barclays Bank plc (compounded monthly).

11.9 BT reserves the right to audit the rateable values of your TV Premises on reasonable prior notice, and upon receiving an audit request from BT under this clause, you will provide BT with reasonable information and assistance to enable BT to conduct the audit. In addition, you consent to BT confirming and clarifying any information you provide BT regarding your rateable value, with any and all appropriate organisations, bodies and local authorities.

#### 11.10 **New RV Implementation Terms**

(i) If you have signed up to a new contract or re-contracted, on or after 14 June 2018, this revised Rateable Value Pricing Policy will apply to you in full, to determine the BT Sport Standard Rate. If you are an existing customer as at 14 June 2018 and remain a customer on 1<sup>st</sup> September 2018, then this revised Rateable Value Pricing Policy will apply with effect from 1<sup>st</sup> September 2018 to determine your BT Sport Standard Rate, *subject to* the provisions of sub-paragraphs (ii) to (v) inclusive below.

(ii) If you are within your Minimum Period on 1<sup>st</sup> September 2018 and the revised Rateable Value Pricing Policy would cause your Subscription Charges (as discounted by any Offers) to increase by 4.9% or more, then the increase in your Subscription Charges will be capped at 4.9% for the balance of your Minimum Period. After your Minimum Period expires, until this Agreement terminates or you re-contract, your Subscription Charges will be capped at 15% above your (undiscounted) Old BT Sport Rate Card Rate. If and when you terminate and re-subscribe at a later date, or if you re-contract, this clause 11.10(ii) will no longer apply to you and the Subscription Charges will be as agreed in your Order Form.

(iii) If you validly subscribe to a BT Sport Pack but are outside your Minimum Period on 1<sup>st</sup> September 2018, and the revised Rateable Value Pricing Policy would cause your (undiscounted) Subscription Charges to increase by 15% or more, then until this Agreement terminates or you re-contract, your Subscription Charges will be your (undiscounted) Old BT Sport Rate Card Rate, increased by 15%. If and when you terminate and re-subscribe at a later date, or if you re-contract, this clause 11.10(iii) will no longer apply to you and the Subscription Charges will be as agreed in your Order Form.

(iv) If you are within your Minimum Period on 1<sup>st</sup> September 2018 and the revised Rateable Value Pricing Policy would cause your Subscription Charges (as discounted by any Offers) to remain the same or decrease, then your Subscription Charges will continue to be determined by your Old BT Sport Rate Card (as discounted by any Offers) for the balance of your Minimum Period. Once your Minimum Period expires, the BT Sport Standard Rate will apply (subject to your Order Form).

(v) If you validly subscribe to a BT Sport Pack but are outside your Minimum Period on 1<sup>st</sup> September 2018, and the revised Rateable Value Pricing Policy would cause your Subscription Charges to remain the same or decrease, then the BT Sport Standard Rate will apply to you with effect from 1<sup>st</sup> September 2018.

## 12. PAY PER VIEW EVENTS

12.1 The terms of this Clause 12 shall apply from the date that BT launches its pay-per-view proposition to commercial premises.

12.2 Where you purchase an event made available via BT Sport Box Office (each such event being an “Event”, together the “Events”), the following terms shall apply:

A – The Event(s)

(a) You may order an Event by contacting [btsport.groups@bt.com](mailto:btsport.groups@bt.com) (email) 0800 085 7000 (telephone), or the BT representative stated on your Order Form and specifying which

Premises you wish to take the Event. If you do not already subscribe to any Channels, you will need an active and valid Viewing Card and an HD Sky Satellite Receiver Box.

- (b) If your Premises consists of Communal Areas (e.g. Bars) and private rooms, then you will specify the number of Communal Areas in your order instead of the number of Premises. If you wish to exhibit at Points in private rooms, this must be discussed and agreed with BT (and BT will propose a bespoke price for this).
- (c) The purchase of an Event entitles you to receive only that Event to only the Premises (or Communal Areas/Points, if applicable) specified in your order on the terms set out in this Agreement and no other event or programme however made available (whether via BT Sport Box Office or otherwise).
- (d) Bookings made less than five (5) hours (or forty-eight (48) hours if you have ordered the Event at more than ten (10) Premises) before an Event start time may result in a delay in validating your Viewing Card;
- (e) If any Event is made up of a multiple individual events, BT reserves the right to:
  - 1) change the packaging of such events; and/or
  - 2) change the time at which any such events are shown,in the event that BT carries out any of the above changes, it will advertise such changes on air.
- (f) BT can cancel or withdraw any Event in its reasonable discretion, for the avoidance of doubt you will not be charged for any cancelled or withdrawn Events.
- (g) BT may refuse your order for any Event in its reasonable discretion.
- (h) BT may terminate your order in respect of any Event (including after it has accepted your order) if at any time:
  - 1) you have not made any payment which is due to BT; or
  - 2) you have broken any of the terms of this Clause 12; or
  - 3) you have broken any of the terms this Agreement.

#### B – Copying and Redistribution

- (a) Redistribution and/or re-broadcasting of any Event is strictly prohibited and exhibition of the Event(s) are permitted solely in accordance with the terms of this Agreement. You agree not to cause, enable and/or permit any other person to redistribute or rebroadcast the Event(s);
- (b) You shall not make any charge for viewing of any Event(s) nor exhibit any Event(s) in public in circumstances where the audience has paid for admission to the place where an Event is to be seen or heard; Notwithstanding the restrictions set out in the previous sentence or in clause 8.2 above, You may charge the audience for admission to the TV Premises for viewing of a boxing Event provided that any marketing or promotion of such charge for admission solely associates any such charge with admission to view the relevant boxing Event (and not the Channels or any other programme on the Channels. It is acknowledged that the charge for the boxing Event may be linked to other services available at the TV Premises (other than the Services), such as food or drink). For the avoidance of doubt, save as expressly set out in this clause, the restrictions in clause 8.2 shall apply in full and You shall not charge the audience for admission to view the Channels or programmes on the Channels or otherwise make, market or promote 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));

- (c) BT may take steps prevent the copying of any Event, including by means of:
- 1) inclusion of signals in the broadcast of an Event which prevent copying;
  - 2) the disabling or remote alteration of certain functionalities of Satellite Receiver Boxes at your Premises so as to prevent copying;
  - 3) preventing you from receiving Events if Satellite Receiver Boxes at your Premises allow copying of any Events which BT is bound by contract to prevent.

#### C – Payment

- (a) BT will notify you of the price of each Event upon request, such price being at BT's sole discretion. Prices for different Events may vary. The total charges payable for an Event will be the per-Premises price multiplied by the number of Premises exhibiting the Event (or multiplied by the number of Communal Areas, if applicable).
- (b) Payment for the Event(s) may be made via the same payment method as Subscription Charges under this Agreement (and you consent to all such payments being charged under your payment instruction if you choose this) or, if at your discretion, by one-off credit card payment;
- (c) BT may from time to time assess your credit standing using credit scoring and may use information from outside agencies in order to achieve this. BT shall apply reasonable practices for administering your account based on the result of such scoring;
- (d) You may cancel an order for an Event not less than five (5) hours (or forty-eight (48) hours if you have ordered the Event at more than ten (10) Premises) before the scheduled Event start time. Once ordered, you will be liable to pay for any Event (unless such Event is cancelled in accordance with this Clause 12 (C)(d)) irrespective of whether you watch any or all of such Event.

#### D – Liability

- (a) Subject to any applicable statutory rights, BT will not be liable to you as a result of any failure to provide an Event for reasons outside of BT's reasonable control or as a result of anything for which BT's liability is excluded under Clause 7 of the General Terms of this Agreement.

#### E – Miscellaneous

- (a) The terms of this Clause 12 shall only be applicable to Premises located in the Territory;
- (b) If you already have an agreement in place with BT for receipt of Channels, this Clause 12 supplements the other terms of the Agreement.
- (c) If you do not already have any agreement in place with BT for receipt of Channels, then this Clause 12 applies on a standalone basis from the time you order an Event until the Event programme finishes, provided that in such instance all terms and conditions of this Agreement relating to Viewing Cards, Satellite Equipment, liability, copying, copyright, security, Marks, notices, transfer, VAT, and law are incorporated in this Clause 12 to the extent that they are consistent with one another, and all terms used in this Clause 12 unless defined shall bear the meanings given to them in this Agreement.
- (d) Certain Events may not be available to all Recipients or Categories or in certain parts of the Territory. BT will make this clear when the relevant Event is offered or when you attempt to submit an order.
- (a)

### 13. OFFERS

13.1 The Offers in this clause apply to the Service Agreement if they are expressly incorporated (using the offer name templates capitalised and underlined below) into your Order Form (which is at BT's sole discretion). Your Order Form may also incorporate Offers not listed below, for which the terms and conditions will be set out in the Order Form. BT reserves the right to amend, or withdraw any Offer at any time without notice.

FREE FOR [XX] MONTHS / [NAME OF MONTH(S)] FREE / FREE UNTIL [DATE]

If the Order Form expressly includes free of charge periods in the "Offers" section of the Order Form in the format set out in the heading above, this means that BT will waive the Subscription Charges for the duration of the period(s) stated to be free of charge (without prejudice to any one-off charges that you may be liable to pay in this Service Agreement). Unless otherwise stated (for example where named months are free of charge) it will be assumed that any free of charge period commences on the Activation Date. At the end of the stated free of charge period, full Subscription Charges shall be payable at the rate stated in the Order Form (or as per the prevailing BT Sport Standard Rate if not stated). The existence of any free of charge period will be without prejudice to any liability you may have to pay Early Termination Charges if you terminate before the end of the Minimum Period.

#### STANDARD INSTALLATION OFFER

##### **Offer availability**

The offer is available to TV Premises within the following Categories: Hotel Bars, Public Houses (excluding Channel Islands, Isle of Man and Northern Ireland); and General Licensed (excluding Channel Islands, Isle of Man and Northern Ireland), where Satellite Equipment has not previously been provided by BT or Sky or any third party.

Where you have previously had free or discounted Satellite Equipment from BT or Sky or Satellite Equipment has previously been supplied for the TV Premises, then you will not be eligible for this offer (unless otherwise agreed by BT, at its sole discretion).

Where BT makes the Offer available to you, the following terms and conditions will apply.

##### **Terms of the Offer**

1. This Offer entitles you to Standard Installation of Satellite Equipment by the Authorised Equipment Installer per TV Premises at no additional charge provided you enter into an Agreement with BT for the BT Sport Total pack for at least a 12 month Minimum Period for each relevant TV Premises. The Offer is limited to one set of Satellite Equipment per Premises (to which the Offer is made available).
2. BT will select the Satellite Receiver Box, satellite dish and any other equipment to be supplied under this offer. Such Satellite Equipment may not be new. Timing and supply of equipment and installation may be subject to availability delay and is to be organised between you and the Authorised Equipment Installer. Any warranty is provided by the Authorised Equipment Installer.
3. You must activate your Viewing Card within ten (10) days of the installation of the Satellite Equipment taking place. If you do not activate the Viewing Card within ten (10) days of installation then you will be liable to pay to BT an amount equal to the full cost to BT for the Satellite Equipment provided to you plus the full cost of the Standard Installation paid by BT (currently up to £321.50 excluding VAT).
4. The Satellite Equipment procured by you under this Offer must remain in the TV Premises throughout this Agreement.



5. If you:
- (a) cancel the Service Agreement before the TV Service has first been provided you will pay, by way of compensation, and in addition to any Early Termination Charges BT may claim under clause 9.5:
    - (i) BT's reasonable costs; and
    - (ii) the full costs of any Satellite Equipment received from BT or its Authorised Equipment Installer and/or costs in respect of Standard Installation from an Authorised Equipment Installer; or
  - (b) terminate the Agreement after the TV Service has first been provided but before the end of the Minimum Period, you will pay, by way of compensation, and in addition to any Early Termination Charges BT may claim under clause 9.5:
    - (i) the costs of any Satellite Equipment from BT, its Authorised Equipment Installer, and/or the costs in respect of Standard Installation from an Authorised Equipment Installer, which shall be calculated by dividing the total cost of the Satellite Equipment and Standard Installation by 12 and multiplying by the number of months for the remainder of the Minimum Period.

6. For clarity, clauses 7.2 and 7.3 of this Service Agreement (*Satellite Equipment for the TV Premises*) apply to this Offer.

#### **Standard installation**

7. BT will introduce you to an Authorised Equipment Installer. You must contract directly with the Authorised Equipment Installer to install the Satellite Equipment. The current Authorised Equipment Installer is SCCI Alphatrack Limited whose terms and conditions are available at <http://www.sccialphatrack.co.uk/terms&Conditions.php>.
8. The timings and logistics of such an installation are to be agreed between you and the Authorised Equipment Installer and will be subject to the availability of the Satellite Equipment.
9. You must ensure that the Authorised Equipment Installer's personnel are able to access the TV Premises on the appointed day.
10. The installation could take place at any time on the installation day.
11. During the installation there must be someone on-site at your TV Premises who has authority to:
- (a) give the engineer access to the TV Premises and to show them where the Satellite Receiver Box and other equipment is to be installed;
  - (b) help the engineer with any questions they may have regarding the installation;
  - (c) provide authorisation for any additional work and costs that need to be carried out.
12. You must ensure that the engineer has access to all areas of the TV Premises, including the roof, on the day of installation.
13. So that BT can test the system the Viewing Card must be activated on the day of installation.

#### **Subject to Survey**

14. If the Authorised Equipment Installer's engineer considers that additional work is required beyond the Standard Installation, it may be necessary to carry out a site survey of the TV Premises on another day to provide an accurate scope and costing for the installation. If this is the case, the Authorised Equipment Installer will discuss this with you and all associated costs before any further work is carried out.

#### **Consents and Permissions**

15. The installation of the Satellite Equipment may require that you obtain certain permissions or consents including but not limited to the consent of local authority, local council and/or the landlord of the TV Premises (if relevant) prior to the installation being carried out. It is your responsibility for ensuring that all these agreements and consents have been obtained before the Authorised Equipment Installer commences installation.

#### **Works Required and Payment**

16. A Standard Installation of Satellite Equipment 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 Satellite Equipment, you will not continue to use it.
17. The costs of the Standard Installation will be subsumed within your Subscription Charges, at no additional cost to you. You will be responsible for meeting all costs of installation carried out beyond the Standard Installation in all cases. The Authorised Equipment Installer will inform you of the costs of installation of Satellite Equipment before commencing work. Alternatively, if you do not agree to those charges, you may cancel the installation.
18. Where you wish to have the Satellite Receiver Box connected to a telephone (or you are required by BT to have it connected pursuant to this Service Agreement or otherwise), it is your responsibility to have a telephone socket available close to the location of the installed Satellite Receiver Box.
19. Unless BT advises otherwise, and provided you do not already have digital satellite equipment, the number of Satellite Receiver Boxes covered under the Standard Installation for the TV Premises is restricted to a maximum of one (1).

#### **Missed Installation**

20. In the event that you fail to comply with the terms of this Offer and the Authorised Equipment Installer is not able to access the TV Premises to carry out the Standard Installation, a missed installation fee may be charged to you by the Authorised Equipment Installer before they reattempt visiting the TV Premises to carry out such an installation. For the avoidance of doubt, such matters are to be dealt with between you and the Authorised Equipment Installer. BT shall be under no obligation to carry out a Standard Installation itself or procure such a Standard Installation if the Authorised Equipment Installer refuses to carry out the work for any reason, at which point this offer will lapse and BT will not have to pay Standard Installation costs to any other installer.

#### **FREE BT SPORT VIEWING CARD FOR GROUP HEAD OFFICE**

1. This Offer is available to the head office of a managed group ("**Head Office**") which is a new BT Sport customer and consists of licensed premises in the Territory in one of the following categories: Public Houses; General Licensed; and Hotel Bars.
2. BT will provide the TV Service at the Head Office at no additional cost during the Minimum Period, provided that the Minimum Period for the TV Service is at least 12 months.

The Offer will be forfeited in the event that you breach this Agreement.



## **PART 1B – BARBEATS SERVICE AGREEMENT**

### **1. RELATIONSHIP OF THE PARTIES**

- 1.1 The BarBeats Service is provided by Startle International Limited (registered number 07960939) (“**Startle**”) under a contract between you and Startle which is made pursuant to the terms available at <http://terms.bar-beats.co.uk> (“**Startle Agreement**”), under which Startle agrees to provide the BarBeats Service at the BarBeats Premises to the standards and specifications set out in those terms. By entering into this Service Agreement, you confirm that you have agreed to the terms contained in the Startle Agreement. The payment and billing relationship for the BarBeats Service is between you and BT, which is further described in this Service Agreement.
- 1.2 You acknowledge and accept that BT has no liability for the performance or functionality of the BarBeats Service and that such matters are the sole responsibility of Startle under the Startle Agreement.

### **2. COMMENCEMENT AND MINIMUM PERIOD**

- 2.1 This Service Agreement comes into force on the effective date of the Order Form and will continue, at a minimum, for the Minimum Period, unless terminated before then in accordance with this Agreement. The Minimum Period for this Service Agreement is set out in the Order Form.
- 2.2 This Service Agreement will continue after the Minimum Period until either party ends it in accordance with this Agreement.

### **3. SUBSCRIPTION CHARGES**

- 3.1 The monthly Subscription Charges and one-off activation charges for the BarBeats Service are set out in the Order Form and are payable per BarBeats Device supplied to you, and may be invoiced by BT from the Service Commencement Date (subject always to the General Terms).

### **4. TERMINATION**

- 4.1 This clause is specific to the BarBeats Service and supplements the termination provisions in the General Terms.
- 4.2 BT may terminate this Service Agreement at any time immediately upon written notice:
- (a) where your receipt of the BarBeats Service or public performance of music via the BarBeats Services infringes (or in BT’s reasonable held opinion is likely to infringe) any applicable law or third party’s rights; or
  - (b) where the Startle Agreement terminates or expires for any reason; or
  - (c) where BT’s services agreement with Startle relating to provision of the BarBeats Service expires or terminates for any reason (in which case Early Termination Charges will not be payable).
- 4.3 This Service Agreement will automatically terminate in the event that you validly terminate the Startle Agreement due to Startle’s material breach of the Startle Agreement (in which case Early Termination Charges will not be payable).

## PART 2 - GENERAL TERMS

### 1. PARTIES, INTERPRETATION AND DEFINITIONS

- 1.3 All references to "BT", "we" or "us" in this Agreement shall, unless the context otherwise requires, means British Telecommunications plc, a company registered in England with registered number 1800000 and registered office at 1 Braham Street, London E1 8EE, England. All references to "you" or "Recipient" means the party which has entered into this Agreement by executing the Order Form as a counterparty to BT.
- 1.4 In this Agreement, headings and bold type are for convenience only and do not affect the interpretation of this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice-versa, and the term "includes" is not a word of limitation. The word "will" indicates a contractual obligation, rather than the future tense (unless this does not make sense in the context).
- 1.5 Each Service Agreement incorporates and is governed by the terms of the Order Form (including any Offers, if applicable) and the General Terms. In the event of an inconsistency between the different parts of this overall Agreement, then that inconsistency will be resolved in the following order of precedence (unless otherwise stated in any particular instance):
- (a) the Order Form;
  - (b) any Offers (if applicable);
  - (c) each Service Agreement; and
  - (d) the General Terms.
- 1.6 In this Agreement, the following terms have the following meanings. Certain terms are specific to certain Services, so depending on which Service(s) you contract for they may not all apply:

**Activation:** means, for the TV Service, the point at which your Viewing Card is activated enabling you to view the Channels after encryption and "Activate" and "Activation" will be interpreted accordingly.

**Additional Channel:** means any Channel which BT supplies from time to time and which you may choose to add to the TV Service for an additional charge.

**Additional Charge(s):** means the charges in respect of the Services that may be charged by BT in addition to the Subscription Charges (such as but not limited to paper billing fee or for paying by a means other than by direct debit).

**Additional Premises:** means Premises that were not listed in the Premises List on the date that you signed the Order Form but which are included in the Agreement at a later date by agreement between BT and you in accordance with clause 4 of the General Terms.

**Agreement:** means the Order Form, each Service Agreement, the General Terms, the terms and conditions of any applicable Offer(s), any Rate Card(s) (where these apply to your Service), and any attachments or policies referred to in these documents.

**Approved Display Devices:** means a visual device managed by you such as but not limited to a TV, screen or projector, which may have an integrated receiver enabling it to be connected to a Bespoke Distribution System. The following are (without limitation) *not* Approved Display Devices: SMATV set top boxes, phones, tablets, personal computers, laptops, devices with PVR capability, sling boxes and similar devices, devices and systems with content sharing capability over local wired or wireless networks, or user accessible peripheral interfaces including but not limited to USB.

**Authorised Equipment Installer:** means an installer of Satellite Equipment who has been authorised by BT to install Satellite Equipment in commercial premises.

**Bar:** means any public licensed bar or bars in which you receive the TV Service and which form part of your Premises, where such Premises constitute a Hotel, or a Stadia, or any other Communal Area of your Premises in which BT agree that you may exhibit the Channels.

**BarBeats Device:** means a hardware device capable of temporarily storing music tracks and which has connectivity to (i) power, (ii) a hard-wired broadband router and (iii) the venue’s amplifier and speakers or PA system.

**BarBeats Premises:** means those Premises at which you are authorised to receive the BarBeats Service, as set out in the Premises List.

**BarBeats Service:** means the service provided by Startle International Limited (registered number 07960939) (“**Startle**”) which consists amongst other things of a music streaming service, the BarBeats Device and a web-based service management tool, as further described in Startle’s standard terms and conditions for this service.

**Bespoke Distribution System:** means a telecommunications system for distributing the TV Service which receives a digital satellite signal at its input (head-end) and then re-transmits this to Points via a closed secure network (by means which may include, for example, Internet Protocol), *and* which BT has approved under clause 2.4 of the Service Agreement for the TV Service (for example, a “SMATV system” or “Brightbox”).

**Bonus Channel:** means any Channels that BT may, at its sole discretion, provide to or withdraw from you from time to time for which no charge shall be levied.

**BT Price List** means the document containing a list of BT’s charges and terms which can be seen at [www.bt.com/pricing](http://www.bt.com/pricing) (or any other online address that BT may advise you).

**BT Sport Pack:** means the group of digital Channels as set out in your Order Form, in standard and high definition, and either the pack (or the channels therein) may be amended by BT from time to time, in accordance with the provisions of clauses 3.7 and clause 3.8 of the Service Agreement for the TV Service. This does not include Additional Channels or Bonus Channels.

**BT Sport Rate Card:** means BT’s standard price list for the BT Sport Pack you have contracted for at your Category of TV Premises for all Categories except Public Houses in England, Wales and Scotland, which will either be annexed to or executed simultaneously with the Order Form, and which BT may update from time to time under clause 5.2 of the General Terms.

**BT Sport Standard Rate:** means BT’s standard price (which may vary in accordance with the terms of this Agreement) for the BT Sport Pack you have contracted for at your Category of Premises, as set out in the applicable BT Sport Rate Card (for all Categories except Public Houses in England, Wales and Scotland) and as determined by the GB Pubs Price Model for Public Houses in England, Wales and Scotland. To the extent BT generates your BT Sport Standard Rate with reference to non-domestic rateable values, the Rateable Value Pricing Policy applies. BT may update the BT Sport Standard Rate from time to time under clause 5.2 of the General Terms.

**Category(ies):** means the category into which your Premises fall. BT will at its sole discretion, determine which category your Premises fall into and this will govern the level of Subscription Charges payable by you for the TV Service, which Offers are open to you and certain other terms of this Agreement. The categories are:

- (a) **Bookmaker** – means a ‘betting shop’ or ‘betting shop and premises’ (or equivalent at BT’s discretion) as determined by the Valuation Office Agency (VOA), the Scottish Assessors Association (SAA); or the Valuation of Lands Agency (VLA) (or, in each case, any successor in function thereto) as the case may be.
- (b) **CORCA Club** – means a club which is a bona fide member of one of the constituent bodies of the Confederation of Registered Club Associations (CORCA) or any such successor body thereto. You must provide BT with sufficient evidence of such membership if you wishes to be included within this Category.
- (c) **General Non-Licensed** – means any type of premises that do not fall into any other category but which does not have a licence to serve alcohol from the relevant local authority or other responsible government body.
- (d) **General Licensed** – means any type of premises that do not fall into any other category but which has a licence to serve alcohol from the relevant local authority or other responsible government body.
- (e) **Golf Club** – means a ‘golf course’ or ‘golf course and premises’ (or equivalent at BT’s discretion) as determined by the Valuation Office Agency (VOA), the Scottish Assessors Association (SAA); or the Valuation of Lands Agency (VLA) (or, in each case, any successor in function thereto) as the case may be.

- (f) **Hospital** – means an institution providing medical, surgical and/or nursing care for sick and injured people.
- (g) **Hotel** – means an ‘hotel’ or ‘hotel and premises’ as determined by the Valuation Office Agency (VOA), the Scottish Assessors Association (SAA); or the Valuation of Lands Agency (VLA) (or, in each case, any successor in function thereto) as the case may be, or a premises with a similar function as determined by BT.
- (h) **Office** – means a room, set of rooms, or building used as a place of business for non-manual work.
- (i) **Public House** – means a ‘public house’ as determined by the Valuation Office Agency (VOA), the Scottish Assessors Association (SAA); or the Valuation of Lands Agency (VLA) (or, in each case, any successor in function thereto) as the case may be, or a premises with a similar function as determined by BT.
- (j) **Rig** – means a licensed oil rig or semi-submersible floating vessel (e.g. a “floatel”) in the Territory.
- (k) **Sport Club (non-Golf)** – means a sport or sports club other than a Golf Club, as determined by BT.
- (l) **Stadia** – means a stadium or arena where professional sport is played in front of a paying audience with a capacity of 2,000 or more or as determined by BT.
- (m) **Student Accommodation** – means a building that provides sleeping and residential accommodation for students of Universities and higher education institutions.
- (n) **Yacht** – means a privately owned or commercial ship (including yachts, ferries, ships and boats) in the Territory.

**Channel(s):** means the channels BT includes in the BT Sport Pack, any Additional Channels and any Bonus Channels.

**Charges** means any charges or payments payable to BT under this Agreement of any kind whatsoever.

**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 TV Service can be seen or heard.

**Confidential Information:** means any information of a confidential nature which is obtained under the Agreement whether such information is in written, oral or any other form and whether or not marked as confidential.

**DTH:** means direct transmission via satellite (without any re-transmission via a Bespoke Distribution System, for clarity).

**Early Termination Charges:** has the meaning set out in clause 9.5 of the General Terms.

**GB Pubs Price Model:** means BT’s standard price formula for calculating the price of your BT Sport Pack, for Public Houses in England, Wales and Scotland, which is based on the non-domestic rateable value of your Premises, in accordance with the Rateable Value Pricing Policy.

**General Terms** means the general terms which apply to the Order Form and all Service Agreements, set out in Part 2 of the Standard Terms and Conditions.

**Group Companies:** means, in relation to either party, that party, and any ultimate parent undertaking of that party for the time being and all direct or indirect subsidiary undertakings from time to time of any such parent undertaking, where “parent undertaking” and “subsidiary undertaking” have the meanings set out in section 1162 of the Companies Act 2006;

**IMO:** means Independent Multiple Operators, which are third parties who manage five (5) or more Sites.

**Managed Site** means a Site which you manage (excluding, for clarity, franchisees and “leased and tenanted” Sites (being Sites which pay you rent but which you do not manage)).

**Minimum Period:** means the minimum contractual period of each Service Agreement, as set out in the Order Form, which commences on the Service Commencement Date.

**Non-Managed Site** means a Site which is not a Managed Site.

**Offer:** means the offer(s) referenced in the “Offers” section of your Order Form (if any), for which the terms and conditions will either be set out in the Order Form itself, or in clause 13 of the Service Agreement for the TV Service (where the offer is for the TV Service and matches the name of one of the offers listed in clause 13 of the Service Agreement for the TV Service).

**Old BT Sport Rate Card Rate:** means BT’s standard rate card price for the BT Sport Pack you have contracted for at your Premises, which was in force on 31<sup>st</sup> August 2018 (excluding, for clarity, any discounts or other Offers). For clarity, the Old BT Sport Rate Card Rate is determined by 2010 non-domestic rateable values (for mainland UK Premises where BT uses non-domestic rateable values to determine pricing).

**Option:** means, for the TV Service, the BT Sport Pack(s) offered with your subscription and any Bonus Channels (if any) and any Additional Channels (if any) BT may offer you under this Agreement (which may or may not be available at your Premises) as set out in the Order Form.

**Order Form:** means the order form to which the Standard Terms and Conditions are annexed, setting out the details of your order and, if applicable, additional terms not stated in the Standard Terms and Conditions.

**Original Premises:** means the Premises listed in the Premises List on the date that you sign the Order Form.

**Point:** means an Approved Display Device in the Premises which is connected to (a) a Bespoke Distribution System or (b) a Satellite Receiver Box. References in any BT Sport Rate Card to “Rooms” will be deemed to be references to Points.

**Premises:** means any premises listed in the Premises List which is authorised to receive any Service.

**Premises List:** means the list(s) of premises set out in the Order Form (which may be periodically updated under clause 4 of the General Terms) indicating which Service you are entitled to receive at which premises, which you must ensure contains the information listed in clause 4.1 of the General Terms. Depending on the Services you have contracted for, this will include the TV Premises and/or the BarBeats Premises.

**PVR Functionality:** means personal video recorder functionality.

**Rateable Value Pricing Policy:** means the pricing structure applied by BT to certain Categories of customers including but not limited to Public Houses, CORCA Clubs, Bookmakers, and Golf Clubs in the UK and Northern Ireland, and any other Premises type which has its Subscription Charges based on its government non-domestic rating system, as set out in clause 11 (*Rateable Value Pricing Policy*) of the Service Agreement for the TV Service, which includes certain terms which apply to Premises whose rateable value has changed as a result of the change from 2010 to 2017 non-domestic rateable value listings as the basis of the Subscription Charges.

**Rate Card:** means, for the TV Service, the BT Sport Rate Card or GB Pubs Price Model (as applicable), for the BarBeats Service, the prevailing rate card for this service which is available from BT on request, and for other miscellaneous charges (such as the payment processing fee chargeable by BT under clause 5.7 of the General Terms), if applicable, the BT Price List.

**Satellite Equipment:** means a Satellite Receiver Box, satellite dish, remote, HDMI cable and/or such other equipment as may be specified by BT from time to time.

**Satellite Receiver Box:** means an authorised digital satellite decoder incorporating a conditional access (decryption) system approved by BT and which, when enabled for the TV Service, is equipped to receive the Channels.

**Service:** means the TV Service and/or the BarBeats Service (depending on which of these you have contracted for).



**Service Agreement:** means each Service Agreement set out in Part 1 of the Standard Terms and Conditions which applies to the Service(s) you have contracted for in the Order Form and which incorporates the terms of the Order Form and the General Terms set out in Part 2.

**Service Commencement Date:** means, for the TV Service, the date the TV Service is Activated, and for the BarBeats Service, the first date the BarBeats Device is successfully delivered to you.

**Service Term:** means, for each Service Agreement, the period from the Service Commencement Date until the date the Service Agreement expires or terminates.

**Site:** means site, buildings, premises, oil rigs or commercial ships (including yachts, vessels and boats) in each case owned and/or operated by you as set out in this Agreement (which may be either a Managed Site or a Non-Managed Site).

**Sky or SSSL:** means Sky Subscriber Services Ltd.

**Standard Terms and Conditions:** means the terms and conditions annexed to the Order Form which consist of the Service Agreement(s) in Part 1 and the General Terms in Part 2.

**Subscription Charges:** means the charges payable by you per month (or at the frequency otherwise stated in the Order Form) for each Service, as determined by the applicable Service Agreement, the General Terms, Offers and/or bespoke pricing terms set out in the Order Form (if applicable).

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

**TV Premises:** means those premises at which you are authorised to receive the TV Service, as set out in the Premises List.

**TV Service:** means the television service transmitted to you by satellite(s) in accordance with the Options under the applicable Service Agreement as set out in the Order Form.

**Viewing Card:** means the card(s), which when used with the Satellite Equipment, will allow you to receive the TV Service.

## 2. COMMENCEMENT AND MINIMUM PERIOD

2.1 This Agreement commences on the effective date of the Order Form and will continue until all Service Agreements have expired or been terminated. If any Service Agreement expires or terminates before other Service Agreement(s), then these General Terms will only apply to the Service Agreement(s) which remain in effect.

## 3. YOUR OBLIGATIONS

3.1 At the date of this Agreement and throughout its term, you represent and warrant that:

- (a) the Premises are carrying out and will continue to carry out the business or activity which was being carried out when you entered into this Agreement;
- (b) the Premises are located in the Territory;
- (c) you will give written notice to BT within fourteen (14) days of any change of business use or activity of the Premises coming into effect (and if such change of business use or activity entails a change to the Category, you will include with your notice a request to change the Category of such Premises under clause 4.4 of these General Terms);
- (d) you will have in place all licences, rights, clearances and consents (together "consents") required from time to time to receive each Service without breaching any law, regulation and/or third party rights (and, in the case of the TV Service, to receive the Channels and 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 BT on request; and

- (e) you will provide to BT, quarterly via the email address detailed on the Order Form or as otherwise notified by BT, an accurate and up to date version of the Premises List.

#### 4. THE PREMISES

##### Managed Sites and Non-Managed Sites

- 4.1 You will specify the following information in the Premises List, for each Premises (and in any updated version of this you provide to BT): (i) full legal name of the entity which manages the Premises (ii) full address and contact details of the Premises, (iii) for TV Premises, the Category of each Premises, (iv) for TV Premises where Charges are determined by the Rateable Value Pricing Policy, the rateable value of the Premises as at 1 April 2010 (in mainland UK) and 1 April 2013 (in Northern Ireland), (v) for TV Premises, the stadium capacity, number of Rooms, Bars, Communal Areas and/or Points (as applicable, where the Charges are determined by these factors), and (vi) for TV Premises, the Viewing Card Number and number of Viewing Cards requested.
- 4.2 Unless otherwise expressly agreed by BT, the Premises List (as updated from time to time according to this clause 4) may only contain Managed Sites.
- 4.3 If BT permits (at its sole discretion) Non-Managed Sites to be included in the Premises List (whether initially or by addition according to this clause), then:
  - (a) BT may set out different commercial terms (including as regards pricing and Minimum Period) for the Non-Managed Sites in the Order Form or by separate agreement. Unless otherwise expressly stated, it will be assumed that any discounts, Offers or other bespoke pricing terms set out in the Order Form do not apply to Non-Managed Sites;
  - (b) all Non-Managed Sites contained in the Premises List must be clearly identified with the name of the entity or person who manages the Premises;
  - (c) before the details of the Non-Managed Sites are sent to BT for potential inclusion in the Premises List, you must remove any Sites which you or any IMO operate, manage, control or have a franchising relationship with;
  - (d) BT may at any time, by providing you with reasonable prior notice, audit you to verify that Managed Sites and Non-Managed Sites have been correctly categorised, and upon receiving an audit request from BT under this clause, you will provide BT with reasonable information and assistance to enable BT to conduct the audit; and
  - (e) if BT discovers (whether or not as part of an audit) that Managed Sites and Non-Managed Sites have been categorised wrongly, then you will pay the amount of any resulting underpayment (accrued during the period the Sites were categorised wrongly) within thirty (30) days of BT's request, together with interest on such amount at the annual rate of two per cent (2%) above the base rate of Barclays Bank plc, compounded monthly.

##### Changing or transferring Premises

- 4.4 You may request a change in the address or Category of any of the Premises in the Premises List, or the transfer of a subscription for Services from one Premises to another, but BT will be under no obligation to grant such a request. Any such change or transfer will be at your cost. In the event that BT does allow a change of address or Category of the Premises, the Subscription Charges will (if applicable) be automatically recalculated according to clause 4.7. BT may at any time, by providing you with reasonable prior notice, audit you to verify that Premises have been assigned the correct Category, and upon receiving an audit request from BT under this clause, you will provide BT with reasonable information and assistance to enable BT to conduct the audit. If BT discovers (whether or not as part of an audit) that any Premises have been assigned the wrong Category, then you will pay the amount of any resulting underpayment (accrued during the period the Premises were categorised wrongly) within thirty (30) days of BT's request, together with interest on such amount at the annual rate of two per cent (2%) above the base rate of Barclays Bank plc, compounded monthly.

### Additional Premises

- 4.5 Subject to clauses 4.1 to 4.3 inclusive, if you intend to add Sites to the Premises List so that they are authorised to receive any Service, you will notify BT in writing of the Sites and the Service you intend them to receive, plus all details reasonably requested by BT (including those details set out in clause 4.1). If BT consents to the addition of the Sites, it shall re-issue the Premises List so that it includes the Additional Premises together with the additional Subscription Charges for the relevant Service calculated according to clause 4.7. Unless BT agrees a specific Minimum Period for the Additional Premises, it shall be assumed that their Minimum Period is co-terminous with the Minimum Period of the Original Premises receiving that type of Service.
- 4.6 You are deemed to accept all terms of the revised Premises List as replacing those of the previous Premises List (including the relevant charges), upon receipt of the revised Premises List, unless you notify BT of a concern with it within 7 days of receipt. For clarity, where you contract for the TV Service, you will not be authorised to receive the TV Service until Activation of Viewing Cards at the Additional Premises.
- 4.7 Subject always to clause 4.8 and to the last sentence of this clause, the Subscription Charges payable either at Additional Premises, or transferred Premises, or Premises whose address or Category has been changed, will be determined by the Rate Card applicable to the Original Premises, as increased under clause 5.2 and clause 5.3 of this General Terms, together with any pricing principles set out in the applicable Service Agreement (such as the Category, Option and Rateable Value Pricing Policy if you contract for the TV Service), and subject to any discount or special pricing terms (such as bespoke per-Premises pricing) set out in the Order Form (except where these are time-limited or only apply to certain types of Premises). Unless otherwise stated it is assumed that any discounts or special pricing terms set out in the Order Form only apply to the Categor(ies) selected in the Order Form. Notwithstanding the rest of this clause, any Offers set out in the Order Form will only apply to the Original Premises unless extended to Additional Premises at BT's sole discretion.

### Acquisitions

- 4.8 Where you acquire up to ten (10) Sites in one transaction (whether directly or via the acquisition of an entity which owns or controls the Sites), and the acquired Sites already receive one or more Service(s) (or did so in the four (4) months before being acquired), you may add these Sites to the applicable Service Agreement(s) as Additional Premises as per the process in clauses 4.5 and 4.6 above and Subscription Charges will be determined by clause 4.7 (regardless of any existing contract in place with these Sites).
- 4.9 Where you acquire (11) or more Sites in one transaction (by any means including by purchasing the assets or shares (in whole or in part) of the entity/person which owns or controls the Sites), and the acquired Sites already receive one or more Service(s) (or did so in the four (4) months before being acquired), then, for the avoidance of doubt, the charges payable at such Sites will continue to be determined by the existing subscription agreement(s) for the applicable Service(s) in place for such Sites, until such subscription agreement(s) expire or terminate (unless otherwise agreed by BT, in its sole discretion). If BT does agree (in its sole discretion) to add such acquired Sites to this Agreement as Additional Premises, then clause 4.7 will not apply and any additional charges payable will be subject to separate commercial discussion.

### Reduction in Premises

- 4.10 If you wish to remove Premises from the current version of the Premises List and thereby terminate the subscriptions for the Services at those Premises (for example where you sell or dispose of Premises), you must provide BT with at least thirty (30) days' prior notice. Where you contract for the TV Service, the Viewing Cards supplied to you for the removed Premises will be invalidated by BT and provision of the TV Service under this Agreement to those Premises will be ceased.
- 4.11 Where Premises are removed before the end of the Minimum Period, the subscriptions at these Premises will be deemed terminated and BT will be entitled to claim Early Termination Charges in respect of such Premises under clause 9.5 of these General Terms.

## **5. CHARGES**

- 5.1 The level of Charges payable for your Service will be determined by the applicable Service Agreement, which may be supplemented by further terms set out in the Order Form and/or an Offer. If the Charges are stated in the Order Form

as well as in the Rate Card(s) which apply to your Service(s), this is for information purposes only and will not be interpreted as a fixed price. Unless expressly dis-applied in the Order Form, it is assumed that any price stated in the Order Form is subject to (i) clause 5.2 of these General Terms (BT's right to vary prices), (ii) clause 5.3 of these General Terms (RPI), and (for the TV Service only), (iii) the Rateable Value Pricing Policy.

5.2 Unless this clause is dis-applied in the Order Form, in addition to its rights under clause 5.3, BT may, for any Service, change the Charges, pricing structure, the applicable BT Sport Rate Card (including any price bands contained in this), GB Pubs Price Model and/or the Rateable Value Pricing Policy (where this applies) at any time in its sole discretion. To the extent they affect the Charges, BT will notify you in writing of any changes, as follows:

- (a) for changes which are material, at least one month before the change is due to take effect; and
- (b) for all other such changes, at least one day before the change is due to take effect.

For clarity, neither of the following will constitute material changes for the purpose of this clause and as a consequence, you will not be able to terminate any Service Agreement for material detriment under clause 9.1(a) if either (or both) of them occur: (i) BT increasing the Charges by an amount up to and including the percentage change in RPI under clause 5.3 and (ii) any increase in the Charges according to any method pre-agreed in this Agreement (for example where Points are added to a Premises leading to an increase in the Subscription Charges).

5.3 Unless this clause is dis-applied in the Order Form, BT may increase the prevailing Subscription Charges and/or Rate Card (which may have already been subject to increases as permitted by this Agreement) with effect on 31 July (or such other date stated in your Order Form or agreed with BT) in any year, by an amount up to and including the percentage change in RPI over the 12 month period preceding the month during which BT reviews the Subscription Charges and/or Rate Card (using the latest published RPI). "RPI" means the Retail Prices Index All Items (or successor index) as published by the Office for National Statistics (or successor agency).

5.4 Unless otherwise stated in your Service Agreement(s) and/or Order Form, all Charges will be invoiced monthly in arrears and you must pay each invoice within thirty (30) days of receipt. Where possible all Charges will appear on the relevant monthly invoice, but sometimes there may be a delay.

5.5 Unless otherwise stated in the Agreement, Charges will be billed and paid for in pounds sterling. 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 the base rate of Barclays Bank plc from time to time, compounded monthly, from the date the sum was due until the date of actual payment. If you dispute any Charges you must notify BT in writing within six (6) months of the date of the invoice with all relevant information. You must pay (in accordance with the Agreement) the amount not in dispute. If you do not pay a bill BT may instruct a debt collection agency to collect payment (including any late payment charges) on its behalf (and all reasonable costs BT has to pay the agency will be added to your outstanding debt).

5.6 BT may refuse your request to provide, or withhold provision of, any Service at some or all of the Premises (a) if a deposit or advance payment is payable for your Service and you have not paid this in full by the payment due date and/or (b) based upon the results of an assessment of your credit standing, including (without limitation) by using credit scoring. BT may also assess your credit standing from time to time during the Agreement. BT shall apply reasonable practices for administering your account based on the results of that scoring, including applying different payment terms to your account. BT may use information from, and supply information to, outside agencies for this.

5.7 You must pay by direct debit or BACS transfer. Payment shall only be deemed effective once the full amount of such payment has been received in BT's account in cleared funds. Payments made other than by direct debit or monthly payment plan will be collected by BT Payment Services Limited (a wholly owned subsidiary of BT) unless otherwise advised by BT. BT Payment Services Limited will levy a payment processing fee, as set out in the BT Price List (currently at [www.bt.com/pricing](http://www.bt.com/pricing)). This fee will be deducted from any money received before any payment is allocated against the charges for any Service.

5.8 Acceptance by BT of any payment shall not be deemed to be a waiver of BT's rights, notwithstanding such phrases as "complete and final payment" or "payment in full" or any such similar phrase accompanying your payment.

5.9 If payment of any charges becomes subject to withholding tax, levy or similar payment obligation imposed by a foreign tax authority on sums due to BT under this Agreement such withholding tax amounts will be borne and paid for by

you in addition to the sums due to BT. You will provide BT without charge the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by you.

5.10 BT will invoice you, rather than individual Premises, for the Charges, irrespective of the commercial relationship you have with your Premises and whether the Premises are Managed Premises or not.

5.11 Unless otherwise stated in the Order Form, any discounts from the Rate Card will only apply during the applicable Minimum Period. If a Service Agreement continues beyond its Minimum Period, the Subscription Charges will automatically revert to the level set out in the applicable Rate Card (plus any premium stated in the Order Form, if applicable).

## 6. DATA PROTECTION AND PRIVACY

6.1 Where BT collects personal data, it processes it in accordance with BT's Privacy Policy as updated from time to time which can be found at <https://www2.bt.com/privacypolicy> or such other URL BT notifies to you. As used in this clause, "personal data" and "process" have the meanings given to them by applicable data protection law.

## 7. LIABILITY

7.1 This clause supplements any provisions governing the liability of either party contained in any Service Agreement.

7.2 Neither party excludes or restricts in any way its liability under or in connection with this Agreement:

(a) for death or personal injury caused by its negligence; or

(b) to any extent not permitted by law.

7.3 Neither you or BT will be liable to the other (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage, for:

(a) any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with the Agreement or any part of it: loss of profit, loss of revenue, loss of business, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or

(b) any indirect or consequential loss or damage whatsoever.

7.4 BT will have no liability for terminating any Service Agreement in accordance with its terms.

7.5 Subject to clauses 7.1 to 7.4 (inclusive), clause 7.6 and clause 7.7, each party's liability to the other under or in connection with any Service Agreement (or in connection with this Agreement, where a liability is not attributable to a particular Service Agreement) for all and any loss or damage of any kind howsoever arising in any circumstances whatsoever at any time shall not in any event exceed an amount equal to 125% of the total amount BT has received from you under the applicable Service Agreement (or under this Agreement, where a liability is not attributable to a particular Service Agreement) for the 12 months immediately preceding the month of the date when the first incident upon which the claim is based occurred (excluding VAT).

7.6 The limit of liability referred to in clause 7.5 will not apply to any liability you have under any indemnity in this Agreement (or to any other type of liability which is stated to be unlimited in a Service Agreement).

7.7 Nothing in this clause shall exclude or limit your liability to pay the Charges (without set off).

7.8 You are responsible and liable for all acts and omissions at the Premises irrespective of your legal relationship or degree of control over the Premises (and regardless of whether they are Managed Sites or Non-Managed Sites). This Agreement does not create any legal relationship between BT and individual Premises or their owners/operators (where this is not you) and you will indemnify and hold harmless BT from any claims brought against BT by any of the Premises or their owners/operators (where this is not you).

- 7.9 You agree to indemnify and hold BT, 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.

## 8. VARIATION

- 8.1 BT may change the Charges, pricing structure, the applicable BT Sport Rate Card (including any price bands contained in this), GB Pubs Price Model and/or the Rateable Value Pricing Policy (where this applies) under clause 5.3. In addition, BT may at any time change or add to the other terms of this Agreement as it believes necessary. Notice of such changes or additions may be given by BT by email, in writing, at <http://www2.bt.com/static/i/btetail/panretail/terms/index.html#sport> or at any other online address that BT may advise you, such notice to be given:
- (a) for changes which are material, at least one month before the change is due to take effect; and
  - (a) for all other such changes, at least one day before the change is due to take effect.

## 9. TERMINATION

- 9.1 You may terminate a Service Agreement:
- (a) in part (at the affected Premises if only some Premises are affected) or in its entirety (if all Premises are affected), if BT has given you notice of a variation of such Service Agreement:
    - a. under clause 5.2(a) (*Changes to Charges*) or clause 8 (*Other Variations*) of the General Terms; and/or
    - b. for the TV Service, under clause 3.7 (*Changes to BT Sport Pack*);provided that (in each case) this causes a materially detrimental impact to your business at the affected Premises and provided that you provide BT with a termination notice within thirty (30) days of BT notifying you of the variation. A termination notice validly served under this clause 9.1(a) will take effect on the later of (i) the date the applicable variation comes into effect and (ii) the termination date stated in the termination notice (provided that this is at least thirty (30) days after the date of the notice); or
  - (b) at any time in its entirety, for convenience, by providing BT at least thirty (30) days' prior written notice, and where you terminate a Service Agreement before expiry of its Minimum Period then BT will be entitled to claim Early Termination Charges under clause 9.5.
- 9.2 BT may terminate (or suspend, at its sole discretion and without affecting BT's rights to terminate) a Service Agreement immediately by providing written notice to you, and without further liability on BT's part (to provide the affected Service, to refund you, or otherwise):
- (a) if you are in material breach of any remediable obligation in that Service Agreement and have not remedied the material breach within fourteen (14) days (or seven (7) days in the case of material breach of any payment obligation) of BT notifying you of the breach;
  - (b) if you are in material breach of that Service Agreement and the material breach is incapable of remedy;
  - (c) if you are in material breach of any obligation in a different Service Agreement or in any other agreement between you and BT and have not remedied the material breach (if capable of remedy) within fourteen (14) days of BT notifying you of the breach;
  - (d) if 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
  - (e) if your receipt of the relevant Service or (where you contract for the TV Service) your exhibition of the Channels infringes any applicable law or regulation.
- 9.3 BT may terminate a Service Agreement at its convenience by providing you with at least thirty (30) days' prior written notice (in which case you will not be liable to pay Early Termination Charges).

- 9.4 For clarity, if BT elects to suspend any Service Agreement under clause 9.2, then (a) BT may still terminate the Service Agreement immediately by providing you with written notice at any time following suspension, (b) BT will re-instate the suspended Service in a timely manner if you remedy the material breach (assuming it is remediable) and (c) you will continue to pay the Charges during any suspension period.
- 9.5 Early Termination Charges will not be payable where you validly terminate under clause 9.1(a) (*Material Detriment*) or clause 15 (*Matters Beyond Reasonable Control*) or where BT terminates under clause 9.3 (*Termination for Convenience*) or where the applicable Service Agreement expressly states that no Early Termination Charges are payable. If a Service Agreement is terminated in whole or in part during its Minimum Period for any reason not listed in the previous sentence then, within thirty (30) days of such a termination, you will compensate BT by paying early termination charges equal to the balance of the Subscription Charges (based on the Service received at the termination date) that would have been due for the remainder of the Minimum Period under such Service Agreement (if terminated entirely) or in respect of the terminated Premises (if terminated in part) ("**Early Termination Charges**"). Payment of Early Termination Charges is without prejudice to any other remedy that may be available to BT.
- 9.6 If you terminate a Service Agreement before the Service is provided then you will pay cancellation charges based on costs reasonably incurred by BT (for example where BT has supplied you with free Satellite Receiver Boxes or free installation pursuant to an Offer).
- 9.7 Termination of a Service Agreement will not affect either party's rights which accrued prior to termination.
- 9.8 Termination will not affect the continuation of any rights, liabilities and obligations which are expressly or impliedly stated to survive termination.
- 9.9 Upon termination of any Service Agreement, you will promptly (and in any event within five (5) days) remove and destroy (or delete, where intangible materials are concerned) any and all marketing or promotional materials (whether tangible or intangible) associated with the terminated Service, which use or mention the trademarks names, logos and/or other branding of BT and/or any third party provider of any part of the terminated Service (including any materials published on any website or social media site under your control).

## 10. CONFIDENTIALITY

- 10.1 You and BT will keep in confidence this Agreement and all Confidential Information, including charges, obtained under or in connection with the Agreement and will not disclose it to any party other than in confidence to:
- (a) their employees; or
  - (b) their professional advisers; or
  - (c) in the case of BT, employees of its Group Companies and subcontractors,
- who have a need to know such Confidential Information and to the extent necessary for performance of the Agreement or use of the Services.
- 10.2 Clause 10.1 will not apply to information which is:
- (a) in the public domain other than through a breach of the Agreement; or
  - (b) in either party's possession without confidentiality restriction before disclosure under the Agreement; or
  - (c) obtained from a third party who has a lawful right to disclose it; or
  - (d) developed by the receiving party independently of and without access to Confidential Information obtained under the Agreement.
- 10.3 Without limitation, if BT authorises Non-Managed Sites to be included in the Premises List, then you will ensure that you do not disclose the pricing terms and/or charges which apply to Managed Sites to any Non-Managed Sites or their operators and/or managers (and vice versa). If you breach this clause, then without limiting BT's other remedies, BT

will be entitled to withdraw any discount or Offer available to you immediately upon written notice so that the Subscription Charges are payable at the full prevailing Rate Card rate across all Premises.

- 10.4 If either you or BT receives a demand from a lawful authority, regulatory authority or court to disclose any Confidential Information provided to it by the other, it may comply with such demand if it has:
- (a) satisfied itself that the demand is lawful;
  - (b) given the other party the maximum written notice permissible under the demand in which to make representations; and
  - (c) marked the required information as the Confidential Information of the other party.
- 10.5 Information BT holds about you may be used for fraud prevention and credit vetting purposes and this may include BT sharing such information with third party companies including other communication companies.

## **11. RIGHT TO TRANSFER**

- 11.1 BT reserves the right at any time to transfer or assign 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. In addition, BT may request the novation of this Agreement to a Group Company; in which case you will, at BT's request and in a timely manner, enter into a novation agreement in a form supplied by BT in order to give effect to such novation. You may not transfer, novate or assign any of your rights and obligations under this Agreement without the prior written approval of BT.

## **12. NOTICES**

- 12.1 Any notice to be given under this Agreement must be in writing. A notice BT gives to you may be given by hand (including by a courier), sent by fax or by pre-paid post or by email to the contact details for correspondence set out in the Order Form. For the avoidance of doubt, a notice from BT can be sent alone or with other material sent to you by BT. A notice to BT must be sent by email or pre-paid post to the address set out in your Order Form (or such other address(es) as BT may notify you) or to:

pp N9  
Gosforth Park Way  
Salters Lane  
Gosforth Business Park  
Newcastle Upon Tyne  
NE12 8ET

- 12.2 All notices shall be deemed (until the contrary is proved) to have been received (i) at the time of receipt in the cases of notice given by hand (including by a courier) (ii) three (3) days after posting (in the case of notice which are posted) or (iii) on the following day if sent by fax or email.
- 12.3 This clause does not apply to notices given under clause 8.1.

## **13. MISCELLANEOUS**

- 13.1 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.
- 13.2 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.
- 13.3 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) and for the avoidance of doubt individual Premises and their owners/operators (where this is not you) have no rights to enforce any terms of this Agreement.



- 13.4 BT may at any time, without notice to you, set off any liability that you may have to BT (or any of BT's Group Companies), whether under this Agreement or otherwise, against any liability that BT may have to you.
- 13.5 Where BT permits you to receive any Service at Non-Managed Sites, you shall be responsible for ensuring that those Non-Managed Sites comply with the applicable terms and conditions of this Agreement.
- 13.6 BT may take instructions from a party whom it thinks, with good reason, is acting with your permission.
- 13.7 Orders placed for any Service are business to business transactions to which the Consumer Protection (Distance Selling) Regulations 2000 as amended by the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 do not apply.

#### **14. ENTIRE AGREEMENT**

- 14.1 This Agreement contains the entire agreement between you and BT and supersedes all previous understandings, commitments, representations, agreements, draft agreements, arrangements, undertakings, or prior collateral contracts of any nature made by you and BT, whether written or oral relating to its subject matter.
- 14.2 You and BT each agree that in entering into the Agreement they have not relied upon and have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) of any party (whether party to the Agreement or not) in relation to the subject matter of the Agreement, except for those contained in the Agreement.
- 14.3 Nothing in this clause excludes or restricts the liability of either you or BT to the other arising out of pre-contract fraudulent misrepresentation or fraudulent concealment.

#### **15. MATTERS BEYOND REASONABLE CONTROL**

- 15.1 If you or BT is prevented, hindered or delayed from performing any obligation under this Agreement because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom you or BT is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other for any resulting failure, delay, defect or omission in performing its obligations under this Agreement.
- 15.2 BT will not be liable for failure to or delay in supplying any Service if:
  - (a) another supplier delays or refuses the supply of a service to BT and no alternative service is available at reasonable cost; or
  - (b) legal or regulatory restrictions are imposed that prevent BT from supplying such Service.
- 15.3 If any of the events detailed in clause 15.1 and clause 15.2 materially affects the performance of this Agreement and continues for more than three months then you or BT may terminate this Agreement in whole or part by written notice to the other.

#### **16. LAW AND TERRITORY**

- 16.1 This Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability, and any non-contractual obligations arising out of or in connection with it) is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the English courts.