



## STANDARD CONDITIONS FOR COMMERCIAL PREMISES (Single Premises)

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### **1. Parties**

All references to "BT", "we" or "us" in this Agreement shall, unless the context otherwise requires, mean British Telecommunications plc, a company registered in England with registered number 1800000 and registered office at 81 Newgate Street, London EC1A 7AJ, England. All references to "you" shall mean the Recipient.

## 2. Definitions and Interpretation

### 2.1 In these Conditions:

**Activation:** means the point at which the Recipient's Viewing Card is activated enabling the Recipient to view the Channels after encryption.

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

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

**Agreement:** means together, these Conditions including the Schedules, attachments and any policies referred to, the Welcome Letter, the terms and conditions of any applicable Offer(s) and the BT Price List (where applicable).

**Approved Display Devices:** means a visual device managed by the Recipient such as but not limited to TV, screen, or projector which may have an integrated SMATV System receiver. SMATV set top boxes, 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, are not Approved Display Devices for the purposes of this Agreement.

**Approved Distribution System:** means the system for distributing the Service (including Approved Display Devices) which has been approved by BT in accordance with the process set out in Schedule 2.

**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 the Recipient receives the Service and which form part of the Recipient's Premises, where such Premises constitute a Hotel or any other Communal Area of the Recipient's Premises in which BT agree that the Recipient may exhibit the Channels.

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

**Broadcast Content:** means the television programme or programmes and any portion of them displayed on the Channels.

**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 the Recipient).

**BT Sport Pack:** means the group of digital Channels as set out in your Welcome Letter 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 6.8 and 6.9. 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 Premises, for all Categories except Public Houses in England, Wales and Scotland.

**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.

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

**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.

**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. The Recipient must provide BT with sufficient evidence of such membership if the Recipient wishes to be included within this Category.

**General** – 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.

**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.

**General Offshore** – means a licensed oil rig, commercial ships (including yachts, vessels and boats) where these are in the Territory.

**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.

**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 premise with a similar function as determined by BT.

**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 premise with a similar function as determined by BT.

**Sport Club (non-Golf)** – means a sport or sports club other than a Golf Club, as determined by BT.

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

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

**Conditions**: means these BT Sport Standard Conditions for Commercial Premises (Single Premises) including the Schedules where these apply.

**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.

**Early Termination Charges**: means the charges payable by the Recipient under Clause 17.5(b).

**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.

**Monthly Subscription Charge**: means the charges payable by the Recipient to BT for the Service each month as set out in the Welcome Letter.

**Minimum Period**: means the period as stated in the Welcome Letter commencing on the date the first Viewing Card is Activated.

**Offer**: means the offer(s) referenced in your Welcome Letter (if any), with the relevant terms and conditions set out in Schedule 4 of this Agreement. An offer may not be available to all Recipients Details of any offer that applies to the Recipient will be confirmed at the time the order is placed and set out in the Welcome Letter.

**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 the BT Sport Pack offered with the Recipient's subscription and any Bonus Channels (if any) and any Additional Channels (if any) BT may offer the Recipient under this Agreement (which may or may not be available at the Recipient's Premises) as set out in the Welcome Letter.

**Point**: means either an Approved Display Device, or projector at the Premises connected to a SMATV System on which the Channels (or any subset) can be seen and/or heard.

**Premises:** means the premises within the Territory at which the Recipient shall receive the Service as set out in the Welcome Letter or as varied in accordance with this Agreement.

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

**Rateable Value Pricing Policy:** means the pricing structure applied by BT to certain Categories of Recipients including but not limited to Public Houses, CORCA Clubs, Bookmakers, and Golf Clubs in the UK and Northern Ireland, and any other Recipient type which has its Monthly Subscription Charges based on its government non-domestic rating system, as set out in Schedule 1 (*Rateable Value Pricing Policy*) to this Agreement, 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 Monthly Subscription Charge.

**Recipient:** means the person, company or business entity that BT has entered into this Agreement with, at the stated registered address, set out in your Welcome Letter.

**Rooms:** means (i) the total number of bedrooms for staff and guests at the Premises where the Premises is in the Hotel or Public House Category; and (ii) where the Premises is in the General Offshore Category the total number of rooms (both occupied and unoccupied), including bedrooms for staff (except for yachts), cabins, offices and any other rooms in the Premises (where BT agrees to provide the Service).

**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 Service, is equipped to receive the Channels.

**Service:** means the BT Sport service transmitted to the Recipient by satellite(s) in accordance with the Options under this Agreement as set out in the Order Form.

**Site:** means site, buildings, premises, oil rigs or commercial ships (including yachts, vessels and boats) in each case owned or operated by or on behalf of the Recipient as set out in this Agreement.

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

**SMATV System:** means a telecommunications system consisting of a single satellite head end serving only the Premises that retransmits the Channels or any subset thereof to two (2) or more Points or Rooms (as applicable) within such Premises using an Approved Distribution System (which may include, for example, "Brightbox").

**Systems:** means a Satellite Receiver Box, Satellite Equipment and SMATV System including associated encoding and decoding equipment.

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

**Total Monthly Subscription Charge:** means the sum of the Monthly Subscription Charges payable under this Agreement as set out in the Welcome Letter.

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

**Welcome Letter:** means the letter and/or email sent to you by BT setting out your details, the details of your Premises and the details of the Service you have opted to receive.

2.2 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.

2.3 In the event of an inconsistency between the terms of the documents comprising the Agreement, the order of precedence shall be as follows:

- a) Your BT Sport Welcome Letter;
- b) Schedule 4 of these Conditions;
- c) these Conditions (not including the Schedules); and
- d) the Schedules (other than Schedule 4).

### **3. Commencement and Minimum Period**

3.1 This Agreement shall commence on the date of BT’s acceptance of the Recipient’s order and shall continue until the Agreement is terminated in accordance with this Agreement.

3.2 The Minimum Period is as set out in your Welcome Letter.

### **4. Rights and Limitations**

4.1 Subject to the remainder of the terms of this Agreement, the Recipient shall have the right to receive the Services at the Premises and to exhibit the Service within the Premises as permitted by this Agreement on Approved Display Devices and only within the Territory.

4.2 Nothing in this Agreement shall give the Recipient the right to distribute, exhibit or otherwise show any of the Channels in the Service in any manner other than as set out in Clause 4.1 above (for the avoidance of doubt, including, but not limited to, via a computer terminal or similar equipment).

4.3 Upon receiving a request from BT, the Recipient shall notify BT of the number of Approved Display Devices that are linked to each Satellite Receiver Box at the Premises.

4.4 The Recipient shall observe all restrictions on distribution or exhibition of any of the Channels in the Service that are set out in this Agreement or otherwise notified to the Recipient by BT from time to time. This shall include, but is not limited to, restrictions on the:

- (a) viewing of Channels or particular programmes by the public;
- (b) viewing of Channels or particular programmes in any type of room or area of the Premises; and

- (c) use of the PVR Functionality to record and play back Channels as may be notified to the Recipient from time to time.

BT may amend, remove or impose restrictions on the viewing of any Channels or particular programmes including but not limited to restrictions on any recording, playing back, PVR Functionality or viewing in any areas of the Premises from time to time by notifying the Recipient.

- 4.5 The Recipient must not use any residential viewing cards, illegal or unauthorised foreign or streaming services (including Dreambox) at the Premises or any other Site or exhibit or display at such 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 Broadcast Content.
- 4.6 The exhibition of any Channel(s) must be without interruption, time delay, addition, commercial or other insertion (including without insertion of any on-screen prompt or icon or audio insertion) or inclusion of supplementary material or content (including by inserting or overlaying any image or visual or audio material on to the Channels or on to the Approved Display Devices at the same time as the Channels are present). Without prejudice, the Channels must also be exhibited in full (without reduction in size or overlaying) on the entirety of the Approved Display Devices.
- 4.7 The Recipient shall not, without BT's prior written agreement use the Service for any commercial purpose or for financial gain other than as reasonably contemplated by the ordinary use of the Service in the Recipient's type of Premises (including without limitation: creating any commentary, compiling statistics or data, news reporting, information or editorial services).
- 4.8 During advertising breaks or otherwise during the broadcast of the Channels, the Recipient 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 the Recipient or a third party.

#### **Amendments to the Premises**

- 4.9 The Recipient may request a change in the address of or Category of any of the Premises as stated in your Welcome Letter (or as otherwise agreed in writing by BT from time to time) but BT shall be under no obligation to grant such a request. The Recipient shall be liable for all costs associated with such a change. In the event that BT does allow a change of address or Category of the Premises, the Monthly Subscription Payment for the Premises shall where applicable be recalculated in accordance with Clause 7.1.
- 4.10 In the event that BT does allow a change of address of the Premises;
  - (a) a new twelve (12) month Minimum Period shall commence on the date such change of address is carried out;
  - (b) the Monthly Subscription Charge for the Premises shall (where applicable) be recalculated in accordance with Clause 7.2; and

- (c) the Premises may be eligible for any Offer or Offers at BT's sole discretion.

## **5. Recipient's Obligations**

- 5.1 As at the date of entering into this Agreement and throughout the Agreement, the Recipient represents and warrants that:
- (a) the Premises is carrying out and shall throughout the Agreement carry out the business or activity which was being carried out when the Recipient entered into this Agreement;
  - (b) the Premises are situated in the Territory;
  - (c) the Recipient shall give written notice to BT within fourteen (14) days of any change of business use or activity of the Premises coming into effect. On receipt of such notice BT will review whether the Agreement the Recipient is subscribing to is appropriate for the Recipient's Premises Category type and take action as appropriate;
  - (d) the Recipient shall have in place all licences, rights, clearances and consents (together "consents") required from time to time to receive the Channels and to exhibit them within the Premises, including, but not limited to, all consents required for the public performance of any of the relevant Channels in the Premises. The Recipient agrees to produce copies of any such consents to BT on request; and
  - (e) the Recipient will not cause or permit the distribution or re-transmission of the Service to any third party or cause or permit the distribution or re-transmission of the Service other than within the Premises.

## **6. Service**

- 6.1 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 the Recipient to make adjustments to the Recipient's reception equipment, BT shall use reasonable endeavours to provide the Recipient with thirty (30) days' notice of such change. The Recipient accepts 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.
- 6.2 As at the date of this Agreement, the Service is distributed on the Sky Digital Satellite Platform and is not distributed to commercial premises via BT's 'Vision' or 'YouView' platforms. In the event that this changes and the Premises are able to receive the Service via such platforms, BT may, at its sole discretion, offer to alter the Recipient's Service so that it is delivered via such platforms. For the avoidance of doubt, the Recipient may not display the Channels in the Premises or elsewhere using residential 'Vision' or 'YouView' services.
- 6.3 As at the date of this Agreement and throughout the Agreement, BT warrants that:
- (a) it shall 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, save 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 6.3 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.

- 6.4 Occasionally, for operational reasons, BT may need to interrupt or suspend the Service without notice to the Recipient. If this happens, BT will restore it as quickly as possible.
- 6.5 Service is not fault free and it may be impaired by geographic, atmospheric or other conditions or circumstances beyond BT's control.
- 6.6 The Service may not be available in all parts of the Territory.
- 6.7 BT may use its discretion to refuse to provide any part of the Service to the Recipient.

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

- 6.8 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.
- 6.9 Any changes made by BT to a BT Sport Pack (or to the Channels therein) pursuant to Clause 6.8 will be notified to the Recipient in accordance with Clause 16.

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

- 6.10 BT may supply the Recipient with Bonus Channels at no additional charge. BT may:
  - (a) withdraw or change these Bonus Channels or their multiplexes without giving notice to the Recipient;
  - (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 the Recipient of such a change and the charges that will become payable for that Additional Channel.
- 6.11 BT may offer the Recipient Additional Channels. If such channels are offered under this Agreement and the Recipient decides to take them, they will then be included in the Service. BT will inform the Recipient of the charges.

- 6.12 Subject to Clause 4.3, the Recipient may convey the Service to more than one Approved Display Device in the Premises.
- 6.13 Where the Premises fall into the Categories of: Public House, CORCA Club, Bookmakers or Golf Club, the provisions of Schedule 1 (Rateable Value Pricing Policy) also apply and are incorporated into this Agreement.
- 6.14 Where the Premises fall within the Hotel or General Offshore Category, or where a SMATV System is used at the Premises, the additional conditions in Schedule 3 (*Hotel, General Offshore and SMATV Systems*) also apply and are incorporated into this Agreement.

#### **Pay Per View Events (BT Sport Box Office)**

- 6.15 The terms of Clause 6.16 shall apply from the date that BT launches its pay-per-view proposition to commercial premises.
- 6.16 Where a Recipient purchases 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 BT at the telephone number designated for this purpose. 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 the Event 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/private rooms, if applicable) specified in your order (once accepted by BT) 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 within five (5) hours or less of an Event start time may result in a delay in validating the Recipient’s 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 Recipients will not be charged for any cancelled or withdrawn Events.
- (g) BT may refuse the Recipient’s order for any Event in its reasonable discretion.

- (h) BT may terminate the Recipient's order in respect of any Event (including after it has accepted such order) if at any time:
- 1) the Recipient has not made any payment which is due to BT; or
  - 2) the Recipient has broken any of the terms of this Clause 6.16; or
  - 3) the Recipient has 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. The Recipient agrees not to cause, enable and/or permit any other person or Premises to redistribute or rebroadcast the Event(s);
- (b) The Recipient 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 15.2 below, 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 15.2 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 Recipients' Satellite Receiver Box so as to prevent copying;
  - 3) preventing Recipients from receiving Events if Recipients' Satellite Receiver Box allows 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. If your Premises is in a Category which has both private rooms and Communal Areas and you have ordered the Event for Communal Areas, the price will be the Event price multiplied by the number of Communal Areas for which you have ordered the Event.
- (b) Payment for the Event(s) may be made via the same payment method as the Monthly Subscription Charge 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 the Recipient's credit standing using credit scoring and may use information from outside agencies in order to achieve this. BT shall apply reasonable practices for administering the Recipient's account based on the result of such scoring;
- (d) The Recipient may cancel an order for an Event not less than five (5) hours before the scheduled Event start time. Once ordered, the Recipient will be liable to pay for any Event (unless such Event is cancelled in accordance with this Clause 6.16 (C)(d)) irrespective of whether the Recipient watches any or all of such Event.

#### D – Liability

- (a) Subject to any applicable statutory rights, BT will not be liable to the Recipient 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 14 of this Agreement.

#### E – Miscellaneous

- (a) The terms of this Clause 6.16 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 6.16 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 6.16 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 6.16 to the extent that they are consistent with one another, and all terms used in this Clause 6.16 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.

### **7. Monthly Subscription Charges**

- 7.1 On the basis of information you provide to us BT will determine the Category most suitable for your Premises which will be notified to you in your Welcome Letter.
- 7.2 The Monthly Subscription Charges payable per Premises are as set out in your Welcome Letter. The Monthly Subscription Charges are based on:
  - (a) the Category of each the Recipient's Premises;
  - (b) the total number of Premises;
  - (c) the Minimum Period;
  - (d) the number of Viewing Cards;

- (e) the Option the Recipient has subscribed to, where applicable;
- (f) where applicable, any Offer the Recipient has subscribed to.

7.3 Upon execution of this Agreement the Recipient may be required to make an up-front payment to BT and thereafter the Recipient must pay in accordance with Clause 7.4. Unless otherwise stated in the Agreement, BT will bill charges in pounds sterling and the Recipient will pay all charges 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 the Recipient will pay interest on the outstanding amount at the rate of 2% above the base rate of Barclays Bank plc from time to time from the date the sum was due until the date of actual payment. If the Recipient disputes any charge the Recipient must notify BT in writing within six (6) months of the date of the bill with all relevant information. The Recipient must pay the amount not in dispute. If the Recipient does not pay a bill BT may instruct a debt collection agency to collect payment (including any late payment charges) on its behalf. The Recipient must pay an additional sum, to cover the reasonable costs BT has to pay the agency, who will add the sum to the Recipient's outstanding debt.

7.4 Every month following the Activation (or as otherwise notified to the Recipient in the Welcome Letter) of the first Viewing Card you must pay to BT within 30 days of the date of the invoice, the charges set out in the Welcome Letter.

Recurring payments, including the Monthly Subscription Charges, are payable monthly in advance and all other charges are payable monthly in arrears. Unless otherwise stated in the Agreement, all amounts payable to BT under this Agreement are exclusive of VAT (Value Added Tax in the United Kingdom) or any other applicable taxes. If required by law, BT will charge VAT or any other applicable tax to the Recipient in addition to amounts payable to BT under this agreement. Any such VAT or similar tax charged by BT will be payable by the Recipient to BT at the same time and in the same way as the payments on which that VAT or similar tax is being charged.

Where possible all charges due from the Recipient will appear on the relevant monthly invoice, but sometimes there may be a delay.

7.5 The Monthly Subscription Charge is detailed in the Welcome Letter:

- (a) Where the Premises falls into the Categories of: Public House, CORCA Club, Bookmakers or Golf Club, BT shall apply the Rateable Value Pricing Policy to calculate the level of your Monthly Subscription Charges based on the non-domestic rateable value of your Premises. These are set out in your Welcome Letter or as notified to you by us from time to time in accordance with Clause 7.6 and Clause 7.7.
- (b) Where the Premises falls into the Categories of: General, Sports Club (non-Golf) or General Licensed, the Monthly Subscription Charges shall be as set out in your Welcome Letter or as otherwise notified to you by us from time to time in accordance with Clause 7.6 and Clause 7.7.
- (c) Where the Premises falls into the Hotel or General Offshore Category, your Monthly Subscription Charges shall be based on the number of Rooms in your Premises in accordance with Schedule 3 (*Hotel, General Offshore and SMATV Systems*) and shall be as set out in your Welcome Letter or as otherwise notified to you by us from time to time in accordance with Clause 7.6 and Clause 7.7.

- 7.6 Without prejudice to clause 7.7, BT can change the Monthly Subscription Charges, the price bands and/or review its pricing structure (including, for the avoidance of doubt, those applicable under the Rateable Value Pricing Policy) generally at any time. To the extent any such changes affect the charges payable by Recipient, BT will publish any changes online at bt.com or any other online address BT may notify from time to time (or may, at its discretion, notify Recipients individually by email or in writing), as follows:
- (a) for such 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.
- 7.7 Without prejudice to Clause 7.6, BT may apply an increase to the BT Sport Standard Rate once per calendar year, in accordance with RPI or lower, the increase date to be at BT's discretion. The increase is based on changes in RPI over the 12 month period preceding the month during which BT reviews its BT Sport Standard Rate (using the latest published RPI). There may be a gap between the date BT reviews the BT Sport Standard Rate and the date BT chooses to implement any increase. In this Agreement "RPI" means the Retail Prices Index All Items (or successor index) as published by the Office for National Statistics (or successor agency). For clarity, any increase in the BT Sport Standard Rate by an amount up to and including the change in RPI over the previous 12 months will be deemed to have been made under this Clause 7.7, not under Clause 7.6.
- 7.8 BT may refuse the Recipient's request to provide the Service based upon the results of an assessment of the Recipient's credit standing, including (without limitation) by using credit scoring. BT may also assess the Recipient's credit standing from time to time during the Agreement. BT shall apply reasonable practices for administering the Recipient's account based on the results of that scoring, including applying different payment terms to the Recipient's account. BT may use information from, and supply information to, outside agencies for this.
- 7.9 The Recipient 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. This fee will be deducted from any money received before any payment is allocated against the charges for the Service.
- 7.10 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 the Recipient's payment.
- 7.11 The Channels available to you are as listed in your Welcome Letter. The Recipient cannot choose individual channels within the BT Sport Pack separately. If the Recipient upgrades the Service, the Recipient must remain with and pay for that new Service for at least thirty (30) days (unless this term is varied by any promotional offer terms and conditions included in this Agreement or published online at www.bt.com or any other online address) before the Recipient may be able to request a change to the Service.

7.12 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 the Contract such withholding tax amounts will be borne and paid for by the Recipient in addition to the sums due to BT. The Recipient 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 the Recipient.

## **8. Viewing Cards**

8.1 A Viewing Card shall only be used by the Recipient at the Premises. A Viewing Card will be used only to receive and exhibit the Service at the Premises designated for that Viewing Card.

8.2 The Recipient will not part with possession of a Viewing Card. If the Recipient does, or BT has reasonable grounds to believe that the Recipient has, BT may (without prejudice to its other rights under this Agreement) invalidate the Recipient's Viewing Card(s) or cause them to be invalidated.

8.3 The possession of a Viewing Card shall not entitle the Recipient to receive the Service.

8.4 The Recipient 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.

8.5 In order to receive the Service without interruption the Recipient's Viewing Card must be kept in the Satellite Receiver Box at all times and the Recipient is advised to keep the Recipient's Satellite Receiver Box connected to a mains supply (and suitable satellite dish) and on standby mode while not in use. Neither the Viewing Card, nor the software in the Satellite Receiver Box is not and shall not become the Recipient's property. The Recipient must not tamper with the software or allow anyone else to do so.

8.6 The Recipient must Activate the Recipient's Viewing Card(s) within ten (10) days of:

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

If the Recipient fails to do so, BT may cancel this Agreement and the Recipient will pay the cancellation charges as set out in Clause 17.5 (a).

8.7 From time to time, for security or other reasons, BT understands that Sky may replace the Recipient's Viewing Card. If the Recipient receives a new Viewing Card from Sky the Recipient must:

- (a) check that the new Viewing Card is enabled for the Service; and
- (b) inform BT of the new Viewing Card number,

immediately and provide the details of such replacement Viewing Card(s).

- 8.8 If the Recipient fails to provide such information to BT under Clause 8.7 or Clause 8.14 the Service may not be available and may result in the Recipient being unable to exhibit the Service. In the event of any inability to exhibit the Service at any of the Premises, the full charges shall still be payable in accordance with Clause 7 and, notwithstanding Clause 14, BT shall have no liability for the failure to exhibit the Service.
- 8.9 The validity of a Viewing Card shall at all times be at BT's sole discretion. BT may at any time invalidate Viewing Cards to protect the security of the conditional access system or if BT believes the Recipient is using or permitting the use of a Viewing Card in an unauthorised manner or for unauthorised purposes or otherwise if it is reasonable to do so. BT understands that Sky may also invalidate cards in these circumstances. If a Viewing Card is invalidated by BT or Sky, BT shall have no liability under this Agreement to provide the Service.
- 8.10 Additional Viewing Cards are available upon request from BT which BT may provide at its sole discretion.
- 8.11 If a Viewing Card is misused by the Recipient, BT may invalidate the card with immediate effect, without notice.

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

- 8.12 If the Recipient's Viewing Card supplied by BT is lost, stolen, damaged or fails to work the Recipient must immediately notify BT using the contact details set out in your Welcome Letter or the contact details otherwise notified to the Recipient by BT. Subject to Clause 8.13, BT may charge the Recipient 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 the Recipient's failure to take adequate security precautions as set out in Clause 10. BT will invalidate any Viewing Card that you tell us is lost, stolen, missing, does not work or is replaced.
- 8.13 Where the Viewing Card supplied by BT is damaged or fails to work, the Recipient must return it to BT (or as it 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 the Recipient, BT shall replace the Card free of charge or procure its replacement. If the Card is faulty or damaged or fails to work in any other way and/or the Recipient does not return the Card to BT, then BT can charge the Recipient the cost of replacing it.
- 8.14 If a Viewing Card supplied by any third party is lost, stolen, damaged or fails to work, the Recipient must contact the third party to arrange a replacement. You must also advise BT using the contact details set out in your Welcome Letter to ensure that BT can activate the Service on your replacement Viewing Card.

#### **9. Change of Law / Intervention by a Regulator**

- 9.1 In the event of:
- (a) any intervention by a competent regulator (or any other government department, body or authority that has regulatory purview overseeing this Agreement) seeking amendment to, addition to or deletion of any provision of this Agreement or annulment or termination of this Agreement; or



- (b) both parties being unable to perform their respective obligations under this Agreement as a result of regulatory or legal action, the judgement of a court of competent jurisdiction or any other competent governmental, regulatory, judicial or administrative authority; or
- (c) any change to any applicable national or international law or a clarification to any such law that either:
  - (i) materially affects either party's ability to comply with its obligations under this Agreement; and/or
  - (ii) renders any provision of this Agreement void or unenforceable,

both parties will enter into good faith discussions with a view to amending this Agreement by:

- (i) altering or deleting the affected provisions; and
- (ii) inserting such alternative or additional provisions, in each case as is, reasonable, fair and equitable taking into account all relevant circumstances.

## **10. System Security**

- 10.1 Subject to the terms of this Agreement, the Recipient shall have the right to receive the Services at the Premises throughout the Agreement and shall be authorised by BT to distribute the Services to allow them to be exhibited within the Premises via the Approved Distribution System on Approved Display Devices only.
- 10.2 The Recipient shall take all steps necessary and consistent with its obligations under this Agreement to ensure that the Systems and the Service are protected, and in particular the Recipient shall, at BT's request:
  - (a) identify to BT the details of the Recipients Security Contact who will act as a single point of contact for any security issues; and
  - (b) ensure appropriate security training is provided to staff in relation to the System and maintain the records of training which shall be made available for audit by BT; and
  - (c) ensure the Recipient operates a proactive strategy to minimise the risk and effects of fraud and other security risks in relation to the Systems and the Service and maintain processes to monitor such risks and effects.
- 10.3 The Recipient shall ensure that the Systems are securely located in a locked storage area with limited controlled access. The Recipient shall implement security measures across all components of the System, such that they safeguard the confidentiality, availability and integrity of the Service. The Recipient will provide BT with full documentation in relation to the implementation of security in relation to delivery of Services and shall ensure that the implementation and management of security of the System:
  - (a) reduces the risk of misuse of the Systems and/or Service, which could potentially cause loss of revenue to BT or loss of Service; and

- (b) detects any security breaches that occur, enabling quick rectification of any problems that result and identification of the individuals who obtained access to the Systems and determination of how they obtained it.
- 10.4 The Recipient shall report to BT promptly any potential misuse of the Systems or the Service via the contact details set out in your Welcome Letter.
- 10.5 Upon request, the Recipient shall promptly provide to BT a written report with details of any security incident, a remedial plan and a timetable for achievement of the planned improvements and steps to be taken to avoid a repeat of the incident. If any audit or investigation reveals that there is a potential risk to the security of the Systems or Service in the Recipient's processes, the Recipient shall promptly correct that security risk.
- 10.6 BT or our appointed representatives reserve the right to conduct security audits from time to time, on any or all aspects of the Service at the Premises. Subject to BT providing the Recipient with reasonable notice, the Recipient or its representatives shall provide BT with, access and assistance as necessary and appropriate to allow such audits to be undertaken. The Recipient will work with BT to implement any recommendations and carry out any corrective action that BT deems necessary resulting from the audit within 30 days of being notified by BT or such period as agreed between the parties. BT has the right to terminate the Agreement if the Recipient does not carry out such required corrective actions within the timeframes set out in clause 17.4 (e).

## **11. Satellite Equipment for the Premises**

- 11.1 To be able to use the Service, the Recipient needs a working set of Satellite Equipment. This must be installed before the Service can be provided. Any installation of Satellite Equipment is at the Recipient's own cost and the Recipient's own liability and risk.
- 11.2 Where the Recipient does not have a working set of Satellite Equipment, BT can introduce the Recipient to an Authorised Equipment Installer. At the Recipient's option, the Recipient may choose to contract with the Authorised Equipment Installer for installation of a set of Satellite Equipment. Any contract for the installation is made between the Recipient and the Authorised Equipment Installer, and the Recipient does so at the Recipient's own risk and liability.
- 11.3 For the avoidance of doubt, BT makes no warranty and shall have no liability in respect of any Satellite Equipment and/or its installation procured by the Recipient pursuant to Clause 11.2.

## **12. Data Protection and Privacy**

- 12.1 BT shall act 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 as notified to the Recipient by BT.
- 12.2 For Premises which are in the category of Public House, Golf Club and Sport Club (non-Golf) only, BT runs a service called 'Sport Finder' which aims to improve customer experience by allowing individuals to find premises that show the BT Sport and/or ESPN Channels. By taking the Service, the Recipient agrees that the Recipient's Premises will be included in Sport Finder and that the details of the Recipient's 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.

### **13. Marks**

- 13.1 The Recipient acknowledges 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 the Recipient does not acquire any proprietary rights in the same under this Agreement. The Recipient may not use the Marks without BT's prior written consent.
- 13.2 All rights, title and interest in and to the Channels and all programmes, advertising and promotional materials, ideas, formats and concepts contained therein or used in connection therewith (including all copyrights) shall, as between the parties, at all times be the sole property of BT or the relevant third party broadcaster (as the case may be) and the Recipient shall not make any express or implied claim to the contrary. The Recipient shall not do anything that may indicate that any other programming is part of, or connected with, the Channels or originated by BT.

### **14. Liability**

- 14.1 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.
- 14.2 Neither the Recipient 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.
- 14.3 As set out in Clause 11.2, BT excludes all liability in respect of: (i) any Satellite Receiver Box and/or other Satellite Equipment procured by the Recipient from any Authorised Equipment Installer; and/or (ii) 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.
- 14.4 BT shall have no liability under this Agreement in respect of any of the following:

- (a) any defect in a Viewing Card attributable to any manufacturing error or any unauthorised use of, or tampering with, the Viewing Card, negligence by the Recipient or failure to follow BT's user instructions;
- (b) any use of a Viewing Card with any decoding apparatus not authorised by BT; and
- (c) the termination of this Agreement in accordance with its terms.

14.5 Subject to Clauses 14.1 to 14.4 inclusive, each party's liability to the other under or in connection with the Agreement for all and any direct 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 received from the Recipient under this Agreement by BT for the 12 months immediately preceding the month of the date when the first incident upon which the claim is based occurred (excluding VAT).

14.6 The limit of liability referred to in Clause 14.5 will not apply in respect of claims brought under Clauses 4.2 to Clause 4.8 inclusive and Clause 22.4.

14.7 Nothing in this Clause shall exclude or limit the Recipient's liability to pay (without set off) the charges.

## **15. Copyright**

15.1 The Recipient shall not copy (other than as permitted by sections 30(2) or 70 of the Copyright, Designs and Patents Act 1988 ("the Act")), redistribute or relay any of the Channels or any part of them in the Premises or elsewhere (other than as expressly permitted by this Agreement) or otherwise deal with the Channels or any part of them (other than as expressly permitted by section 30(2) of the Act).

15.2 The Recipient shall not exhibit any of the Channels or any part of them in public in circumstances where the audience has paid for admission (within the meaning of the Act) to the place of exhibition (including for the avoidance of doubt, the 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)).

15.3 BT may disable or alter remotely (or procure the disablement or alteration of) certain functions of the Recipient's Satellite Receiver Box so as to prevent the Recipient from copying the Channels and BT may prevent the Recipient from receiving the Service if the Recipient's Satellite Receiver Box allows copying of Channels which BT is bound by contract or applicable law to prevent.

## **16. Variation of the Agreement**

16.1 BT may at any time change or add to the terms of this Agreement as it believes necessary. Notice of such changes or additions, or any other notice may be given by BT via bt.com, by email, in writing, or at any online address that BT may advise the Recipient, such notice to be given before any change comes into effect.

## **17. Termination or Suspension**

- 17.1 The Recipient may terminate this Agreement by giving BT no less than thirty (30) days' written notice:
- (a) if BT has given notice to the Recipient of a variation in accordance with Clause 6.8, Clause 7.6 and/or Clause 16, which results in a material detriment to the value of the Service as it pertains to the Recipient's Premises, such termination shall not take effect until the date on which such variation takes effect; or
  - (b) for convenience, and where Recipient terminates this Agreement before the end of the Minimum Period then BT will be entitled to claim Early Termination Charges under clause 17.5.
- 17.2 If the Recipient wishes to terminate this Agreement pursuant to Clause 17.1(a), such notice must be given by the Recipient by no later than thirty (30) days after the date on which the variation or restriction is notified.
- 17.3 For the avoidance of doubt, the removal of any Bonus Channels from the Recipient's Service, the changing of a Bonus Channel to an Additional Channel (for which Additional Charges shall apply) or an increase in the charges in accordance with Clause 7.7 shall not constitute a variation for the purposes of Clause 17.1(a).
- 17.4 BT may terminate this Agreement at any time:
- (a) by giving to the Recipient seven (7) days' written notice if the Recipient breaches any provision of this Agreement (including non-payment of any charges due under this Agreement); or
  - (b) immediately upon written notice where the Recipient goes into receivership or liquidation (other than for the purposes of solvent amalgamation or reconstruction) or become bankrupt or insolvent or make any composition with the Recipient's creditors; or
  - (c) by giving at least thirty (30) days' written notice to the Recipient; or
  - (d) by giving to the Recipient seven (7) days' written notice if the Recipient is in breach of the terms (including but not limited to the payment terms) of any other agreement between the Recipient and BT including but not limited to contracts for the provision of telecommunication services; or
  - (e) immediately upon written notice where: (i) the Recipient's receipt of the Service or exhibition of the Channels infringes any applicable law; or (ii) the Recipient is in breach of any material obligation, undertaking or warranty in this Agreement and, where such breach is capable of remedy, fails to remedy the same within fourteen (14) days of receipt of notice of such breach; or (iii) the Recipient is in breach of any material obligation, undertaking or warranty in this Agreement and such breach is incapable of remedy; or
  - (f) immediately upon written notice in the event that the Service is no longer distributed over the Sky Digital Satellite Platform; or

- (g) immediately upon written notice in the event that the Recipient does not Activate any Viewing Card(s) within the time periods set out in Clause 8.6.

17.5 If:

- (a) the Recipient cancels the Agreement before the Service is provided the Recipient will pay cancellation charges based on BT's reasonable costs;
- (b) the Agreement is terminated in whole or in part during the Minimum Period (other than in accordance with the provisions of Clauses 17.1 (a), 17.4 (c), or 17.4 (f)) the Recipient shall pay to BT within thirty (30) days of such a termination, early termination charges, by way of compensation, equal to the balance of the Monthly Subscription Charges (based on the Services received at the termination date) that would have been due for the remainder of the Minimum Period under Clause 7. Clause 17.5 (b) will not apply if:
  - (i) the Recipient terminates the Agreement or Service during the Minimum Period in accordance with Clause 24.3; or
  - (ii) the Recipient gives notice to terminate the Agreement within one month of BT notifying the Recipient of a material change in accordance with Clause 17.1 (a); or
  - (iii) BT terminates the Agreement during the Minimum Period in accordance with Clauses 17.4 (c) or 17.4 (f).

Early Termination Charges will not be subject to VAT.

This Clause 17.5 shall be without prejudice or limitation to any other remedies available to BT in respect of any breach of Agreement by the Recipient.

- 17.6 Following termination of this Agreement, any Viewing Cards supplied to the Recipient under this Agreement will be invalidated and the Recipient will no longer be entitled to receive the Service.
- 17.7 No refund of charges will be made to the Recipient where BT terminates this Agreement in accordance with Clause 17.4 above.
- 17.8 Termination of this Agreement for whatever reason shall not affect the rights or remedies of either party in respect of any antecedent breach of this Agreement. Termination will not affect, suspend or release the parties from their rights, liabilities and obligations which are expressly or impliedly to survive termination.
- 17.9 BT may suspend supply of the Service at any time without notice to the Recipient by invalidating or causing the invalidation of the Recipient's Viewing Card if charges owed to BT by the Recipient are overdue or if the Recipient is in breach of the Agreement. Suspension will not affect BT's right to terminate this Agreement under this Clause 17. The Recipient will continue to pay all charges, fees and payments during any period of suspension.

17.10 Clauses 7.4, 8-10 (inclusive), 14, 18 and 19 shall continue to apply after the date on which this Agreement is terminated in the event that the Recipient's Viewing Card(s) are not returned to BT or if such Viewing Card(s) are not invalidated.

17.11 Clauses 8 to 10 (inclusive), 14, 18 and 19 shall continue to apply for two years after the date on which this Agreement is terminated.

## **18. Confidentiality**

18.1 BT and the Recipient 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 employees of their Group Companies; or
- (b) their professional advisers; or
- (c) in the case of BT, employees of its subcontractors,

who have a need to know such Confidential Information and to the extent necessary for performance of the Agreement or use of the Service.

18.2 Clause 18.1 will not apply to information which is:

- (a) in the public domain other than through a breach of the Agreement; or
- (b) in the possession of the Recipient or BT 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.

18.3 If either BT or the Recipient 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.

18.4 Information BT holds about the Recipient 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.

## **19. Dispute Resolution**

The parties shall endeavour to resolve any dispute amicably. Any dispute shall be dealt with in accordance with this Clause 19.

### **Informal Dispute Resolution**

- 19.1 Level I: The parties agree to aim to work out a settlement within thirty (30) days following the day of written notification of a dispute. If an agreement cannot be reached, by the end of the thirty (30) day period the parties shall immediately sign a document containing information which is designed to assist resolution of the dispute (and which may be amended from time to time by either party) regarding what has been agreed and what remains in dispute between them on the date at which the negotiations failed, but either party can initiate Level II proceedings by notification to the other party whether or not such document was signed.
- 19.2 Level II: No later than two (2) weeks after Level II proceedings have been initiated representatives of both parties shall meet in person. If the parties do not meet or if during two weeks after such meeting and at the latest four weeks after Level II proceedings have been initiated, an agreement has not been reached, the parties will attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation.

### **Formal Dispute Resolution**

- 19.3 At any time, without reference to Level II in Clause 19.2 above, any dispute may be referred by either party to any competent regulatory/government authority and/or to a court of competent jurisdiction.

## **20. Right to Transfer Agreement**

BT reserves the right at any time to transfer, novate or assign its rights and/or obligations under this Agreement to any company, firm or person provided that the transfer will not affect the Recipient's rights under this Agreement. The Recipient may not transfer, novate or assign any of the Recipient's rights and obligations under this Agreement.

## **21. Notices**

- 21.1 Any notice to be given under this Agreement must be in writing. A notice to the Recipient may be sent by fax or by pre-paid post or by email to, or in accordance with, the Recipient's details for correspondence set out in the Welcome Letter. Any notice to BT must be sent by email or pre-paid post to the address set out in the Recipient's Order Form (or such other address(es) as BT may notify the Recipient). For the avoidance of doubt, a notice from BT can be sent alone or with other material sent to the Recipient by BT from time to time or pre-paid post to:

BT Sport Pubs & Clubs, Gosforth Park Way, Salters Lane, Gosforth Business Park, Newcastle Upon Tyne, NE12 8ET

For the avoidance of doubt, a notice from BT can be sent alone or with other material sent to you by BT.

- 21.2 All notices shall be deemed (until the contrary is proved) to have been received three (3) days after posting or on the following day if sent by fax or email.



21.3 This Clause does not apply to notices given under Clause 16.1 and 17.9.

## **22. Miscellaneous**

22.1 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.

22.2 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.

22.3 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).

22.4 The Recipient agrees 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 the Recipient under this Agreement.

22.5 References to "Viewing Card" and "Satellite Receiver Box" in connection with the provision of the Service under this Agreement shall be deemed to be (and shall be construed as) references to (if more than one) all Viewing Cards supplied pursuant to this Agreement and all Satellite Receiver Boxes used for the purposes of distributing the Service in accordance with the terms of this Agreement.

22.6 BT may at any time, without notice to the Recipient, set off any liability that the Recipient may have to BT (or any BT group company), whether under this Agreement or otherwise, against any liability that BT may have to the Recipient.

22.7 The Recipient acknowledges and agrees that it enters into this Agreement for its own benefit and for the benefit of each Recipient Beneficiary. The Recipient shall be responsible for procuring the compliance of each Recipient Beneficiary with the applicable terms and conditions of this Agreement. For the avoidance of doubt, this Agreement shall not give rise to any claims or rights of action by any Recipient Beneficiary against BT.

22.8 BT may take instructions from a party whom it thinks, with good reason, is acting with the Recipient's permission.

22.9 Orders placed for the 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.

## **23. Entire Agreement**

23.1 The Agreement contains the entire agreement between the Recipient and BT and supersedes all previous understandings, commitments, representations, agreements, draft agreements, arrangements, undertakings, or prior collateral contracts of any nature made by the Recipient and BT, whether written or oral relating to its subject matter.

- 23.2 The Recipient 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.
- 23.3 Nothing in this Clause 23 excludes or restricts the liability of either the Recipient or BT to the other arising out of pre-contract fraudulent misrepresentation or fraudulent concealment.

## **24. Matters Beyond Reasonable Control**

- 24.1 If the Recipient or BT is prevented, hindered or delayed from performing any obligation under the Contract 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 the Recipient 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 the Contract.
- 24.2 BT will not be liable for failure to or delay in supplying the 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 the Service.
- 24.3 If any of the events detailed in Clauses 24.1, 24.2 (a) and 24.2 (b) materially affects the performance of the Contract and continues for more than three months then the Recipient or BT may terminate the Contract in whole or part by written notice to the other.

## **25. Law and Territory**

The Contract is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

## SCHEDULE 1

### RATEABLE VALUE PRICING POLICY

*New policy revised and effective from 14 June 2018, subject to paragraph 10*

1. Subject to paragraph 10 (New RV Implementation Terms), the Monthly Subscription Charges are determined by the rateable value for the Recipient's 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 Monthly Subscription Charges will be determined by 1 April 2010 rateable value listings). The Recipient's Monthly Subscription Charges will continue to be determined by these rateable value listings until further notice by BT, unless BT deems the Recipient's Premise to be in a Category where rateable value does not determine pricing.
2. The non-domestic rateable value for the Recipient's 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)).
3. It is the Recipient's responsibility to provide BT with the necessary documentation evidencing the rateable value of the Recipient's Premises. Until the Recipient does so, BT reserves the right to deem rateable value to be £999,999 and the Recipient's Subscription Payments will be determined accordingly.
4. The rateable value for the Recipient's Premises can be obtained from the government body responsible for setting rateable values in the Recipient's 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).
5. If a successful rateable value appeal is made for the Premises, the Recipient must notify BT (with documentation and other evidence acceptable to BT) confirming the change. BT will amend the level of future Subscription Payments accordingly. In such circumstances BT will allow the Recipient a credit for the difference between the previous and new Subscription Payments payable by the Recipient for the 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 the Recipient of the change in rateable value; or
  - (b) twelve (12) months.
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 Agreement.
7. If the rateable value of the Recipient's Premises increases, the Recipient must notify BT (with documentation or other evidence acceptable to BT) confirming the change. When notified by BT, the Recipient will immediately pay to BT all additional sums due as a result of an increase in rateable value from the date on which such increase first applied to the 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).

8. If the rateable value of the Recipient's Premises increases and the Recipient does not notify BT with appropriate evidence of the new rateable value, the Recipient will be liable to pay the difference between the Recipient's new rateable value and the old rateable value from the date the audit took place together with interest thereon.
9. The Recipient consents to BT confirming and clarifying any information provided by the Recipient to BT regarding the Recipient's rateable value, with any and all appropriate organisations, bodies and local authorities.
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 Monthly Subscription Charge (as discounted by any Offers) to increase by 4.9% or more, then the increase in your Monthly Subscription Charge 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 Monthly Subscription Charge will be capped at 4.9% 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 paragraph 10(ii) will no longer apply to you and the Monthly Subscription Charge will be the BT Sport Standard Rate, subject to any Offers you contract for.

(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 Monthly Subscription Charge to increase by 4.9% or more, then until this Agreement terminates or you re-contract, your Monthly Subscription Charge will be your (undiscounted) Old BT Sport Rate Card Rate, increased by 4.9%. If and when you terminate and re-subscribe at a later date, or if you re-contract, this paragraph 10(iii) will no longer apply to you and the Monthly Subscription Charge will be the BT Sport Standard Rate, subject to any Offers you contract for.

(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 Monthly Subscription Charge (as discounted by any Offers) to remain the same or decrease, then your Monthly Subscription Charge 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 any Offers you contract for).

(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 Monthly Subscription Charge 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.

**SCHEDULE 2**  
**APPROVED DISTRIBUTION SYSTEM**

1. This schedule sets out how BT will approve the Recipient's distribution system prior to BT issuing the Recipient with the Viewing Cards and supplying the Service to the Recipient or at any time during this Agreement.
2. Upon written request, the Recipient shall provide BT with a written description of the Recipient's distribution system ("Distribution System Specification"). The Distribution System Specification shall include but not be limited to:
  - An overall architectural diagram for the system;
  - A description of the main elements, their function/s and technologies employed, including but not limited to the distribution network, encoding profile (if applicable);
  - A description of the technologies and methods used to ensure the security and integrity of the end-to-end system;
  - A description of the security measures employed specifically to protect the distribution system head-end, including security technologies, physical security, access control;
  - A description of the Recipient's operational security policies and practices;
  - A description of what system logs are maintained; and
  - In providing the above information the Recipient should identify how the Security requirements set out in Clause 10 are to be met.
3. Where different types or configurations of distribution systems are installed at different Premises, the Recipient shall provide descriptions of each of the types and details of which Premises they are in, or will be installed in.
4. Subject to BT giving the Recipient reasonable notice and further to the information provided by the Recipient in this Schedule, BT may request an inspection of the Premise(s) and distribution system.
5. Following receipt of the Distribution System Specification BT shall review it and either (i) approve the distribution systems and issue the Viewing Cards to the Recipient; (ii) recommend changes to the distribution system; or (iii) reject it and terminate the Agreement in accordance with Clause 17.4.
6. The distribution system shall not be deemed to be an Approved Distribution System until BT have issued such an approval to the Recipient in writing.

## SCHEDULE 3

### HOTELS, GENERAL OFFSHORE AND SMATV SYSTEMS

Where the Premises is within the Hotel or General Offshore Category, or where the Recipient otherwise makes use of a SMATV System, the following additional terms and conditions shall be incorporated into this Agreement:

#### 1. Rights and Limitations

- 1.1 This Agreement gives the Recipient the right to receive the applicable Service at the Premises via digital satellite equipment using Viewing Card(s): and
- (a) simultaneously to retransmit the Service via a SMATV System only to Rooms in the Premises for viewing only on Approved Display Devices; and
  - (b) where the Recipient exhibits the Service in any Bar(s), the Recipient may do so only within the Bar(s) of the Recipient's Premises and only Approved Display Devices.
- 1.2 Nothing in this Agreement shall give the Recipient the right to distribute, exhibit or otherwise show any of the Channels in the Service otherwise (including but not limited to via a computer terminal or similar equipment) or in any other area of the Premises.
- 1.3 Subject to any restrictions on distribution or exhibition, the Recipient must distribute all of the Channels in the Recipient's Service in full at all times to every Room in the Premises.

#### 2. Recipient's Obligations

- 2.1 The Recipient must accurately list the number of Rooms, Bars or Points at the Premises in accordance with the remainder of this Clause 2. The Recipient may only show the Service at the number of Rooms, Bars or Points that the Recipient has notified to BT.
- 2.2 If the number of Rooms, Bars or Points in the Premises is to increase at any time, the Recipient must notify BT in writing of the date that such increase shall take effect at least fourteen (14) days' prior to the date that such increase takes effect. If the Recipient fails to give such notice, BT may choose to remedy the Recipient's breach by giving the Recipient the right to distribute the Service to such Rooms or Points retrospectively but nothing in this Agreement shall oblige BT to do so. If BT does choose to do so, then on receipt of a written demand from BT, the Recipient will immediately pay the monthly Subscription Payments backdated to the date from which the Service has been supplied to such Rooms, Bar, or Point(s) together with interest at the annual rate of two per cent (2%) above the base rate of Barclays Bank plc (from time to time) on the Subscription Payments for such period, compounded monthly.
- 2.3 If the number of Rooms, Bars or Points in the Premises decreases at any time, the Recipient must notify BT in writing of the date that such decrease shall take effect at least fourteen (14) days' prior to the date that such decrease takes effect stating the effective date of the decrease. The number of Rooms or Points or IPTV Points must not decrease to less than two (2). Early termination charges will apply to the Rooms or Bars, as set out in Clause 17.5.
- 2.4 The Recipient warrants and represents that throughout the Agreement (or at the date of this Agreement where expressly specified):

- (a) that the information provided when the Recipient entered into this Agreement (including the number of Rooms, Bars, and Points at the Premises and the number of Bars in which the Recipient will receive the Service) is correct as at the date of this Agreement;
- (b) the Premises has a SMATV System and the Service will be distributed at all times to two or more Points within the Premises only by such SMATV System; and
- (c) the Recipient will procure, install and maintain at the Recipient's cost and expense all equipment required to perform and comply with this Agreement and have in place all consents needed for the operation and maintenance of such equipment. The Recipient agrees to produce copies of consents to BT on request;
- (d) where the Recipient's Service is exhibited in the Recipient's Bar(s), the Bar(s) are and shall remain public licensed bar(s) in the Recipient's Premises (unless BT agree that the Recipient may exhibit the Channels in any Communal Areas of the Recipient's Premises which are not licensed bars);
- (e) where the Recipient's Service is exhibited in the Recipient's Bar(s), at least one Satellite Receiver Box will be connected to at least one Point in the same Bar at all times; and
- (f) where the Recipient's Service is exhibited in the Recipient's Bar(s), the Satellite Receiver Box(es) in that bar shall not be connected to Points outside that Bar, including Points in any other bar.

2.5 The numbers of Rooms, Bars and Points that the Recipient has told BT are at the Recipient's Premises are set out in your Welcome Letter . If this information is inaccurate the Recipient must tell BT immediately. Upon BT's request, the Recipient shall confirm in writing the number of Rooms, Bars and Points within the Recipient's Premises and the Recipient hereby agrees to allow BT or its authorised representative, on reasonable notice to the Recipient, to access the Recipient's Premises in order to audit this information within the Recipient's Premises and the Recipient's compliance with the terms and conditions of this Agreement.

### **3. Service**

3.1 With the exception of General Offshore Premises, the Recipient may only exhibit the Channels in the Recipient's Bar(s) if the Recipient also distributes the Channels to Rooms in the same Premises.

3.2 The Recipient will receive all the Channels that form part of the Recipient's Service in the Recipient's Rooms and in the Recipient's Bar(s).

### **4. Monthly Subscription Charges**

4.1 The charges will be as set out in the Welcome Letter, subject to a minimum charge of £60.00 per Premises (excluding VAT).

4.2 If the number of Rooms in the Premises changes in any month, the Rooms Charge shall be either:

(a) calculated using the monthly average number of Rooms (calculated by adding together the number of Rooms in the Premises on the first day and last day of the month in question and dividing the result by two); or

(b) amended with effect from the subsequent month,

at BT's sole discretion.

4.3 The Recipient's Monthly Subscription Charges for the Recipient's Bar(s) (the 'Bar Charge') shall be as set out in your Welcome Letter (or as varied by BT from time to time pursuant to Clause 7.6 of the Conditions) and is calculated by reference to the number of Rooms in the Recipient's Premises. The number of Rooms in the Recipient's Premises will be calculated in accordance with the provisions of Clause 4.1 of this Schedule. If the number of Rooms changes and takes the Recipient into a new price band category under this Agreement, the Recipient's Bar Charge for that and subsequent months will change to the applicable monthly charge for that new price band category. If the number of Rooms changes in the middle of a month the monthly charge shall be calculated using the monthly average number of Rooms, as specified in Clause 4.2 of this Schedule. For the avoidance of doubt, an increase in the level of Monthly Subscription Charge attributable to an increase in number of Rooms in the Recipient's premises shall not constitute a material change for the purpose of Clause 17.1(a) of the Conditions.

4.4 The Total Monthly Subscription Charge in any month shall be the sum of the Rooms Charge and the Bar Charge.

## 5. Viewing Cards

5.1 During the Agreement, for such time as the Recipient fully complies with the terms of this Agreement the Recipient shall be entitled to:

(a) one Viewing Card for each (i) Channel in the Recipient's Rooms Service or (ii) blade with the SMATV System. If any of the Recipient's chosen Channels include any multiplexes, the Recipient will be entitled to one Viewing Card for each such multiplex that the Recipient requested to receive; and

(c) one Viewing Card for each Bar in respect of which the Recipient subscribes. For the avoidance of doubt, the Recipient may exhibit the Bar Service on more than one Approved Display Device within the Bar.



## SCHEDULE 4 OFFERS

### General Conditions Applicable to all Offers

1. All Offers contained in this Schedule 4 are offered on a targeted basis to individual Recipients, at BT's sole discretion.
2. Where an Offer has been provided by BT under this Agreement as set out in your Welcome Letter, the terms of that Offer will form part of your Agreement. The terms of the Offer will be contained in this Schedule 4.
3. Capitalised terms in Offers shall, unless stated to the contrary in such offer, have the same meanings as terms defined in these Conditions.
4. BT reserves the right to amend, or withdraw an Offer at any time without notice.
5. Where an offer on any BT Sport Pack is available to "new" customers, this means customers who have not been in contract with BT to receive a BT Sport Pack at any time in the 90 day period before contracting with BT for the Offer.
6. For clarity, unless otherwise expressly stated, you will lose the benefit of any Offers once your Minimum Period expires.

### Standard Installation Offer

#### Offer availability

The offer is available to Premises within the following Categories:

Public Houses (excluding the Channel Islands and the Isle of Man),  
CORCA Clubs (excluding the Channel Islands and the Isle of Man),  
Golf Clubs (excluding the Channel Islands and the Isle of Man),  
Sport Club (Non Golf) (excluding the Channel Islands and the Isle of Man),  
Hotels – Hotel Bars only (excluding the Channel Islands and the Isle of Man),  
General Licensed (excluding the Channel Islands and the Isle of Man),

where such Satellite Equipment has not previously been provided by BT or Sky or any third party.

Where the Recipient has previously had a free or discounted System from BT or Sky or one has previously been supplied for the Premises, then the Recipient will not be eligible for this offer (subject to BT's discretion to permit a further system if, for example, an on-going Monthly Subscription continues to be paid for in respect of the previously supplied system).

#### Terms of the Offer

1. This Offer entitles the Recipient to Standard Installation of Satellite Equipment by the Authorised Equipment Installer (per Recipient and per 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.

2. The offer is limited to one set of Satellite Equipment per Recipient and 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 the Recipient and the Authorised Equipment Installer. Any warranty is provided by the Authorised Equipment Installer.
3. The Recipient must activate your Viewing Card within ten (10) days of the installation of the Satellite Equipment taking place. If the Recipient does not activate the Viewing Card within ten (10) days of installation then the Recipient will be liable to pay to BT an amount equal to the full cost to BT for the Satellite Equipment provided to the Recipient plus the full cost of installation services that the Recipient received under the terms of the Free Standard Installation offer (currently up to £321.50 excluding VAT).
4. The Satellite Equipment procured by the Recipient under this Offer must remain in the Premises throughout this Agreement.
5. If the Recipient:
  - (a) cancels the Agreement before the Service has been provided the Recipient will pay, by way of compensation;
    - (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 before the end of the Minimum Period), the Recipient will pay;
    - (i) Early Termination Charges as set out in Clause 17.5 of the Conditions; and
    - (ii) the costs of any Satellite Equipment from BT, its Authorised Equipment Installer, and/or 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. Clauses 11.2 and 14.3 of the Conditions apply to this Offer.

#### **Standard installation**

7. BT will introduce the Recipient to an Authorised Equipment Installer. The Recipient must contract directly with the Authorised Equipment Installer to install the Satellite Equipment.
8. The timings and logistics of such an installation are to be agreed between the Recipient and the Authorised Equipment Installer and will be subject to the availability of the Satellite Equipment.

9. The Recipient must ensure that the Authorised Equipment Installer's personnel are able to access the 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 Premises who has authority to:
  - (a) give the engineer access to the 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. The Recipient must ensure that the engineer has access to all areas of the Premises, including the roof, on the day of installation.
13. So that we 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 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 the Recipient and all associated costs before any further work is carried out.

#### **Consents and Permissions**

15. The installation of the Satellite Equipment may require that the Recipient obtains certain permissions or consents including but not limited to the consent of local authority, local council and/or the landlord of the Premises (if relevant) prior to the installation being carried out. It is the Recipient's 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 the Recipient already has Satellite Equipment, the Recipient will not continue to use it.
17. The costs of the Standard Installation will be subsumed within the Recipient's BT Total Monthly Subscription Charges, at no additional cost to the Recipient. The Recipient will be responsible for meeting all costs of installation carried out beyond the Standard Installation in all cases. The Authorised Equipment Installer will inform the Recipient of the costs of installation of Satellite Equipment before commencing work. Alternatively, if the Recipient does not agree to those charges, the Recipient may cancel the installation.
18. Where the Recipient wishes to have the Satellite Receiver Box connected to a telephone (or the Recipient is required by BT to have it connected pursuant to the Conditions or otherwise),

it is the Recipient's responsibility to have a telephone socket available close to the location of the installed Satellite Receiver Box.

19. Unless BT advises otherwise, and provided the Recipient does not already have digital satellite equipment, the number of Satellite Receiver Boxes covered under the Standard Installation for the Premises is restricted to a maximum of one (1).

#### **Missed Installation**

20. In the event that the Recipient fails to comply with the terms of this Offer and the Authorised Equipment Installer is not able to access the Premises to carry out the Standard Installation, a missed installation fee may be charged to the Recipient by the Authorised Equipment Installer before they reattempt visiting the Premises to carry out such an installation. For the avoidance of doubt, such matters are to be dealt with between the Recipient 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.

#### **Heineken and BT Sport Season 4 Offers**

1. These Offers on the BT Sport Total Service and BT Sport 1 Service are available to commercial BT Sport customers (Single Premises) at all premises which are licensed to serve alcohol by a competent authority in the Territory (excluding Northern Ireland), which fall into one of the numbered categories listed in the table in paragraph 3 ("**Categories**") and which otherwise meet the requirements of these Offers (each being a "**Recipient**").
2. BT will provide the Service to the Recipient at the discounted rate set out in Clause 3 below on condition that the Recipient:
  - (a) contracts or re-contracts (as applicable) with BT for the Service for a minimum period of at least 12 months (such contract being the "**BT Agreement**"); and
  - (b) enters into an agreement with Heineken UK Limited ("**Heineken**") to stock the required number of Heineken brands (according to the table in paragraph 3) for a minimum period of at least 12 months ("**Heineken Agreement**"), provided always that the Recipient already stocks Fosters or Fosters is one of the new brands installed.
3. Recipients are each entitled to a discount for their Premises against the applicable BT Sport Standard Rate from the date of activation of the Services by BT until expiry of the minimum period of their BT Agreement ("**Offer Period**"), the discount amount depending on which Category the Recipient falls into according to the table below (marked against "**Applicable Discount**"). The corresponding Offer Name will be confirmed in the Recipient's Welcome Letter.

*Heineken and BT Sport Season 4 Offers – Table of Discounts (Heineken’s names for these discounts are in brackets)*

	Existing Customer of BT Sport	New Customer to BT Sport	
<b>Existing Customer of Heineken</b>	<p><b>CATEGORY 1 (Heineken Deal 1)</b></p> <p><u>Eligibility:</u> Customer installs two (2) new Heineken brands not stocked previously</p> <p><u>Applicable Discount:</u> 35% Discount off BT Sport Total</p> <p><u>Offer Name:</u> Heineken 35 percent off BTS Total</p>	<p><b>CATEGORY 5 ( Heineken Deal 4.1)</b></p> <p><u>Eligibility:</u> Customer installs two (2) new Heineken brands not stocked previously</p> <p><u>Applicable Discount:</u> 50% Discount off BT Sport Total</p> <p><u>Offer Name:</u> Heineken 50 percent off BTS Total</p>	<p><b>CATEGORY 7 (Heineken Deal 3)</b></p> <p><u>Eligibility:</u> Customer installs four (4) new Heineken brands not stocked previously</p> <p><u>Applicable Discounts:</u> 50% Discount off BT Sport Total and BT Sport 1</p> <p><u>Offer Names:</u></p> <p>Heineken new Total Big Business 50 pcnt</p> <p>Heineken new BTS 1 Big Business 50 pcnt</p>
	<p><b>CATEGORY 2 ( Heineken Deal 2 - Big Business deal)</b></p> <p><u>Eligibility:</u> Customer installs four (4) new Heineken brands not stocked previously</p> <p><u>Applicable Discounts:</u> 50% Discount off BT Sport Total and BT Sport 1</p> <p><u>Offer Name:</u> Heineken Big Business 50 percent off</p>	<p><b>CATEGORY 6 (Heineken Deal 5.1)</b></p> <p><u>Eligibility:</u> Customer installs one (1) new Heineken brand not stocked previously</p> <p><u>Applicable Discount:</u> 50% Discount off BT Sport 1</p> <p><u>Offer Name:</u> Heineken 50 percent off BT Sport 1</p>	

<b>New Customer to Heineken</b>	<p><b>CATEGORY 3 (Heineken Deal 1)</b></p> <p><u>Eligibility:</u> Customer installs (2) new Heineken brands not stocked previously</p> <p><u>Applicable Discount:</u> 35% Discount off BT Sport Total</p> <p><u>Offer Name:</u> Heineken 35 percent off BTS Total</p>	<p><b>CATEGORY 5 (Heineken Deal 4.2)</b></p> <p><u>Eligibility:</u> Customer stocks no Heineken brands and installs two (2) new Heineken brands not stocked previously</p> <p><u>Applicable Discount:</u> 50% Discount off BT Sport Total</p> <p><u>Offer Name:</u> Heineken 50 percent off BTS Total</p>	<p><b>CATEGORY 7 (Heineken Deal 3)</b></p> <p><u>Eligibility:</u> Customer installs four (4) new Heineken brands not stocked previously</p> <p><u>Applicable Discount:</u> 50% Discount off BT Sport Total and BT Sport 1</p> <p><u>Offer Names:</u></p> <p>Heineken new Total Big Business 50 pcnt</p> <p>Heineken new BTS 1 Big Business 50 pcnt</p>
	<p><b>CATEGORY 4 (Heineken Deal 2-Big Business deal)</b></p> <p><u>Eligibility:</u> Customer installs four (4) new Heineken brands not stocked previously</p> <p><u>Applicable Discounts:</u> 50% Discount off BT Sport Total and BT Sport 1</p> <p><u>Offer Name:</u> Heineken Big Business 50 percent off</p>	<p><b>CATEGORY 6 (Heineken Deal 5.2)</b></p> <p><u>Eligibility:</u> Customer stocks no Heineken brands and installs one (1) new Heineken brand not stocked previously</p> <p><u>Applicable Discount:</u> 50% Discount off BT Sport 1</p> <p><u>Offer Name:</u> Heineken 50 percent off BT Sport 1</p>	

A Recipient will be regarded as a "**New Customer to BT Sport**" if the Recipient has not had any agreement in place with BT for receipt of BT Sport channels in its premises in the 90 day period prior to entering into the BT Agreement. Other Recipients are "**Existing Customers of BT Sport**".

4. This Offer cannot be used in conjunction with any new or existing offer, discount or variation on the current BT Sport Standard Rate or any new or existing Offer set out in this Schedule 4 except (a) the “12 Month Music for Business Bundle & 24 Month Music for Business Bundle” and the “12 Month BT Sport Wi-Fi Bundle & 24 Month BT Sport Wi-Fi Bundle” (in each case as available at <http://www2.bt.com/static/i/btretail/panretail/terms/index.html#sport>), (b) the “24 Month Contract Prize Freeze Offer” set out in this Schedule 4 (c) the Standard Installation Offer set out in this Schedule 4. For clarity, this Offer cannot be used with any existing discount on the BT Sport Standard Rate made available to premises stocking Heineken brands.
5. One Offer per Recipient.
6. Where the Recipient re-contracts for the Service under this Offer, BT will not charge early termination charges under the contract being replaced with the new BT Agreement.
7. In the event of any termination of the Heineken Agreement by either of Heineken or the Recipient, and/or any termination of the BT Agreement and/or breach of the Heineken brand Stocking Requirements by the Recipient, within the Recipient’s Offer Period, the Offer will be forfeited.
8. This Offer is subject to BT’s Agreement for BT Sport – Commercial Premises which can be found at: [btsportbusiness.com/terms](http://btsportbusiness.com/terms).
9. This Offer will operate from 1<sup>st</sup> August 2016 until 30<sup>th</sup> June 2018 (inclusive).

#### **Heineken BTS Total 20 Percent Off**

1. This Offer is available to existing commercial BT Sport customers (Single Premises) at all Premises which are licensed to serve alcohol by a competent authority in the Territory (excluding Northern Ireland), which meet the requirements set out in paragraph 2 (each being a “**Recipient**”).
2. Recipients will be entitled to the discount set out in paragraph 3 if, between 1st September 2015 and 31<sup>st</sup> July 2016, they:
  - a. entered into an agreement with BT for the Service for a minimum period of 12 months (“**BT Agreement**”);
  - b. entered into a side letter with Heineken UK Limited (“**Heineken**”) as a “Tier 1”, “Tier 2” or “Tier 3” customer to stock certain required number of Heineken Brands for a minimum period of 12 months (“**Heineken Agreement**”); and
  - c. received a discounted Offer on the BT Sport Standard Rate for the Service which was conditioned (amongst other things) on the Recipient stocking certain required numbers of brands from Heineken (a “**Season 3 Heineken Discount**”).
3. Recipients who meet the criteria in paragraph 2 will be entitled to a 20% discount against the BT Sport Standard Rate which applies to the Service, for the duration of the BT Agreement, such discount to take effect automatically upon expiry of the applicable Season 3 Heineken Discount.
4. This Offer cannot be used in conjunction with any new or existing offer, discount or variation on the current BT Sport Standard Rate or any new or existing Offer set out in this Schedule 4 except (a) the “12 Month Music for Business Bundle & 24 Month Music for Business Bundle” and the “12 Month BT Sport Wi-Fi Bundle & 24 Month BT Sport Wi-Fi Bundle” (in each case as available at <http://www2.bt.com/static/i/btretail/panretail/terms/index.html#sport>), (b) the “24 Month Contract Prize Freeze Offer” set out in this Schedule 4 (c) the Standard Installation Offer set out in this Schedule 4 and (d) the Heineken and BT Sport Season 4 Offers set out in

this Schedule 4 (provided that any Recipient who takes one of the Heineken and BT Sport Season 4 Offers will forfeit this Offer).

5. This Offer is not available to premises leased from Heineken under the “Star Pubs and Bars” scheme.
6. One offer per Recipient.
7. In the event of any termination of the Heineken Agreement by either of Heineken or the Recipient, and/or any termination of the BT Agreement and/or breach of the Heineken brand Stocking Requirements by the Recipient, the Offer will be forfeited.
8. This Offer is subject to BT’s Agreement for BT Sport – Commercial Premises which can be found at: [btsportbusiness.com/terms](http://btsportbusiness.com/terms).

### **Heineken Star BTS Total 30 Percent Off**

1. This Offer is available to existing commercial BT Sport customers (Single Premises) at all Premises which are licensed to serve alcohol by a competent authority in the Territory (excluding Northern Ireland), which meet the requirements set out in paragraph 2 (each being a “**Recipient**”).
2. Recipients will be entitled to the discount set out in paragraph 3 if they lease their Premises from Heineken UK Limited (“**Heineken**”) under the “Star Pubs and Bars” scheme and, between 1st September 2015 and 31<sup>st</sup> July 2016, they:
  - a. entered into an agreement with BT for the Service for a minimum period of 12 months (“**BT Agreement**”);
  - b. entered into a side letter with Heineken as a “Tier 1”, “Tier 2” or “Tier 3” customer to stock certain required number of Heineken Brands for a minimum period of 12 months (“**Heineken Agreement**”); and
  - c. received a discounted Offer on the BT Sport Standard Rate for the Service which was conditioned (amongst other things) on the Recipient stocking certain required numbers of brands from Heineken (a “**Season 3 Heineken Discount**”).
3. Recipients who meet the criteria in paragraph 2 will be entitled to a 30% discount against the BT Sport Standard Rate which applies to the Service, for the duration of the BT Agreement, such discount to take effect automatically upon expiry of the applicable Season 3 Heineken Discount.
4. This Offer cannot be used in conjunction with any new or existing offer, discount or variation on the current BT Sport Standard Rate or any new or existing Offer set out in this Schedule 4 except (a) the “12 Month Music for Business Bundle & 24 Month Music for Business Bundle” and the “12 Month BT Sport Wi-Fi Bundle & 24 Month BT Sport Wi-Fi Bundle” (in each case as available at <http://www2.bt.com/static/i/btretail/panretail/terms/index.html#sport>), (b) the “24 Month Contract Prize Freeze Offer” set out in this Schedule 4 (c) the Standard Installation Offer set out in this Schedule 4 and (d) the Heineken and BT Sport Season 4 Offers set out in this Schedule 4 (provided that any Recipient who takes one of the Heineken and BT Sport Season 4 Offers will forfeit this Offer).
5. One offer per Recipient.
6. In the event of any termination of the Heineken Agreement by either of Heineken or the Recipient, and/or any termination of the BT Agreement and/or breach of the Heineken brand Stocking Requirements by the Recipient, the Offer will be forfeited.



7. This Offer is subject to BT's Agreement for BT Sport – Commercial Premises which can be found at: [btsportbusiness.com/terms](http://btsportbusiness.com/terms).

### **Heineken BTS Total 50 Percent Off**

1. This Offer is available to New Customers to BT Sport (Single Premises) at all Premises which are licensed to serve alcohol by a competent authority in the Territory (excluding Northern Ireland), which meet the requirements set out in paragraph 2 (each being a "**Recipient**"). A Recipient will be regarded as a "**New Customer to BT Sport**" if the Recipient has not had any agreement in place with BT for receipt of BT Sport channels in its premises in the 6 month period prior to entering into the BT Agreement.
2. Recipients will be entitled to the discount set out in paragraph 3 if, between 1 August 2019 and 31 July 2020, they:
  - a. enter/entered into an agreement with BT for the BT Sport Total Service for a minimum period of 12 months ("**BT Agreement**");
  - b. entered into a side letter with Heineken UK Limited ("**Heineken**") to stock one (1) new Heineken brand not stocked previously ("**Heineken Brand Stocking Requirements**") for a minimum period of 12 months ("**Heineken Agreement**"); and
  - c. received a discounted Offer on the BT Sport Standard Rate for the BT Sport Total Service which was conditioned (amongst other things) on the Recipient stocking certain required numbers of brands from Heineken.
3. Recipients who meet the criteria in paragraph 2 will be entitled to a 50% discount against the BT Sport Standard Rate which applies to the BT Sport Total Service, for the duration of the BT Agreement, such discount to take effect automatically on activation of the BT Sport Total Service.
4. This Offer cannot be used in conjunction with any new or existing offer, discount or variation on the current BT Sport Standard Rate or any new or existing Offer set out in this Schedule 4 except:
  - a. the "12 Month Music for Business Bundle & 24 Month Music for Business Bundle" and the "12 Month BT Sport Wi-Fi Bundle & 24 Month BT Sport Wi-Fi Bundle" (in each case as available at <http://www2.bt.com/static/i/btretail/panretail/terms/index.html#sport>);
  - b. the "24 Month Contract Prize Freeze Offer" set out in this Schedule 4; and
  - c. the Standard Installation Offer set out in this Schedule 4.
5. This Offer is not available to premises leased from Heineken under the "Star Pubs and Bars" scheme.
6. One offer per Recipient.
7. In the event of:
  - a. any termination of the Heineken Agreement by either of Heineken or the Recipient;
  - b. any termination of the BT Agreement; and/or

- c. the Recipient's failure to comply with the Heineken Brand Stocking Requirements within 60 days of this Offer becoming effective,

the Offer will be forfeited.

8. This Offer is subject to BT's Agreement for BT Sport – Commercial Premises which can be found at: [btsportbusiness.com/terms](http://btsportbusiness.com/terms).

### **One Month Minimum Period**

1. This Offer is available, at BT's discretion, to new BT Sport Commercial customers (Single & Group Premises) who sign up for a 1 month Minimum Period for the Service on BT Sport 1 or BT Sport Total between 3<sup>rd</sup> April 2017 and 30<sup>th</sup> May 2017 (inclusive).
2. The Minimum Period commences on the date the Viewing Card is Activated.
3. The Recipient will pay the standard Monthly Subscription Charges for the duration of the Minimum Period and thereafter.
4. If the Recipient terminates the Service during the Minimum Period, the Recipient will incur early termination charges.
5. The Offer cannot be used in conjunction with any other BT offer, unless otherwise stated.
6. BT may withdraw or amend any Offer at any time without notice.

### **34% Off and Free Summer 2017**

1. This Offer is available, at BT's discretion, to existing BT Sport Commercial customers (Single Premises) who sign up for a 12 month Minimum Period for the Service on BT Sport Total between 20<sup>th</sup> April 2017 and 5<sup>th</sup> May 2017 (inclusive).
2. The Minimum Period will replace any existing minimum contractual period and commences on the re-contract date.
3. BT will waive the Monthly Subscription Charges due from the Recipient under Clause 7 for the calendar months of June and July 2017. BT will discount all other Monthly Subscription Charges due from the Recipient under Clause 7 by 34% for the duration of the Minimum Period. Standard Monthly Subscription Charges will apply thereafter.
4. If the Recipient terminates the Service during the Minimum Period, the Recipient will incur early termination charges.
5. The Offer cannot be used in conjunction with any other BT offer, unless otherwise stated.
6. BT may withdraw or amend any Offer at any time without notice.

### **Ulster August Only Offer**

1. This Offer is available, at BT's discretion, to new BT Sport Commercial customers (Single and Group Premises) who sign up for a 12 month Minimum Period for the Service on BT Sport Total between 1<sup>st</sup> August 2017 and 31<sup>st</sup> August 2017 (inclusive).
2. BT will discount the Monthly Subscription Charges due from the Recipient under Clause 7 by 33%, for the first twelve (12) months of the Minimum Period.
3. After the first twelve (12) months of the Minimum Period, the Monthly Subscription Charges will revert to the undiscounted rate set out in the latest applicable BT Sport Standard Rate.
4. If the Recipient terminates the Service during the Minimum Period, the Recipient will incur early termination charges.

5. This Offer also includes the “12 Month Music for Business Bundle” Offer whose terms are available at <http://www2.bt.com/static/i/btretail/panretail/terms/bt1205.html> and the “Standard Installation Offer” set out in this Schedule 4.
6. The Offer cannot be used in conjunction with any other BT offer, except those stated in paragraph 5.
7. This Offer is subject to BT’s Agreement for BT Sport – Commercial Premises which can be found at: [btsportbusiness.com/terms](https://btsportbusiness.com/terms).
8. BT may withdraw or amend any Offer at any time without notice.

**Free PSTN Line With BT Sport 12 Months**

1. The offers on each Bundle Product set out in paragraph 3 (collectively the “Offer”) are available to customers who BT, at its discretion, makes this offer available to and who:
  - 1.1 contract (or re-contract as applicable) for each Bundle Product within this Offer; and
  - 1.2 fulfil the additional eligibility criteria set out in paragraph 5.

“**Bundle Product**” means each product within this Offer as listed in paragraph 5. Capitalised words not defined in these terms will have the meanings given to them in the applicable Bundle Product terms.
2. The minimum contractual periods set out in the table in paragraph 5 (each a “**Minimum Period**” for the purpose of this Offer) will apply to the Bundle Products.
3. For any re-contracted Bundle Product, the Minimum Period will replace the existing minimum contractual period and will be deemed to commence on the re-contract date.
4. Upon the expiry of any free of charge period included in any Offer, the charges will revert to the standard monthly rental/subscription charges applicable to the individual Bundle Products as set out in the BT Price List and/or the terms and conditions applicable to the relevant Bundle Product.
5. The table below provides details of the Bundle Products, customer eligibility, offers on each Bundle Product and the Minimum Periods.

BUNDLE PRODUCTS	ELIGIBILITY	MINIMUM PERIOD	OFFER
	Independent customers who simultaneously contract (or re-contract as applicable) for all products below at the same site and who meet the Bundle Product-specific criteria below		
BT Sport Commercial – BT Sport Total Package	New customers  Customer Premises are in any of the Categories referred to in the BT Sport Business Terms except “General Offshore”	12 months	N/A

BT Business PSTN Line	Existing customers  Offer applies to a standard PSTN on a standard BTB Business line	12 months	No Charges for the first 12 months of the new Minimum Period
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6. The Offer excludes all services other than those set out in paragraph 5.
7. The Bundle Products include standard installation. BT will charge any applicable installation charge for the Bundle Products where the work required is in excess of standard installation. The installer will provide the customer with a quote for any applicable installation charge prior to commencing any installation works.
8. BT or the customer may terminate any of the Bundle Products under the terms and conditions of the relevant Bundle Product, provided that, in the event that a Bundle Product is terminated prior to expiry of its applicable Minimum Period:
  - (a) BT will charge early termination charges (if applicable under the contract for the relevant Bundle Product), as discounted by any applicable Offer, amounting to the sum that would have been payable between the termination date and expiry of the applicable Minimum Period;
  - (b) irrespective of whether early termination charges are payable, BT will no longer provide any Offer for remaining Bundle Product(s) and the charges for any remaining Bundle Product(s) will revert to the then-current standard monthly rental/subscription charges applicable as set out in the BT Price List and/or the terms and conditions applicable to the relevant Bundle Product.
9. Except as expressly amended, BT's standard terms and conditions for the Bundle Products will apply, together with the applicable BT Price List provisions (as applicable).
10. Terms and conditions can be found at [www.bt.com/terms](http://www.bt.com/terms), and the BT Price List at [www.bt.com/pricing](http://www.bt.com/pricing) (as applicable).
11. The following terms and conditions apply with respect to the Bundle Products:
  - BT Sport Business** – the terms and conditions to which this Offer is appended.
  - BT Business PSTN** – Conditions for BT Business Services (BT1130) and Service Schedule for BT Business Services (Telephone Services – Phone Calls and Lines), ISDN, Featureline, Featureline Compact (BT1049a) under “Lines” and the BT Price List at Section 1 Part 2.
12. The Offer cannot be used in conjunction with any other BT offer, unless otherwise stated. This Offer may be used with the “12 MONTHS FREE BB WITH BT SPORT” offer.
13. BT may withdraw or amend any Offer at any time without notice.
14. The terms of this Offer (other than paragraph 1) shall survive termination or expiry of this Agreement for any reason.

## Connected Sport

1. These are the Connected Sport Terms that apply to the Connected Sport Bundle that you have bought from BT.
2. Words that are capitalised but have not been defined in these Connected Sport Terms have the meanings given to them in the terms and conditions listed at paragraph 12 below.
3. BT Sport Commercial business will provide you with a combination of components which shall form a single bundle service (the “**Connected Sport Bundle**”). The components of the Connected Sport Bundle are set out in the table at paragraph 5 (the “**Connected Sport Bundle Product(s)**”).
4. The Connected Sport Bundle is available to customers who:
  - a. Contract for each Connected Sport Bundle Product within the Connected Sport Bundle; and
  - b. Fulfil the eligibility criteria, as set out in paragraph 5.
5. The table below provides details of the Connected Sport Bundle Products and customer eligibility:

CONNECTED SPORT BUNDLE PRODUCTS	ELIGIBILITY
For all of the Connected Sport Bundle Products	<ul style="list-style-type: none"> <li>• Independent customers who simultaneously take all products below at the same site and who meet the Connected Sport Bundle Product specific criteria below.</li> </ul>
BT Sport Commercial – BT Sport Total Package	<ul style="list-style-type: none"> <li>• New or existing customers.</li> <li>• Customer Premises are in any of the Categories referred to in the BT Sport Business Terms except, “General Offshore”, “Hotel Room(s) Only” and non-general licensed.</li> </ul>
BT Business Broadband Product	<ul style="list-style-type: none"> <li>• New or existing customers.</li> <li>• The following products only: Broadband (copper) Enhanced; Superfast (fibre) Enhanced; Ultrafast 1 (gfast) Enhanced; and Ultrafast 2 (gfast) Enhanced.</li> <li>• Customers where fibre is available are ineligible for a broadband (copper) product type.</li> <li>• Customers with only Single Order Generic Ethernet Access (SOGEA / SOGFast) technologies are ineligible.</li> </ul>
BT Business Standard PSTN line	<ul style="list-style-type: none"> <li>• New or existing customers.</li> <li>• Available for customers eligible for a Standard PSTN Line with a Business Call Essentials package.</li> <li>• All other phone lines (ISDN, Featureline, Cloud Voice) are not available as a Connected Sport Bundle Product.</li> </ul>
BT Business Call Essentials Package	<ul style="list-style-type: none"> <li>• New or existing customers.</li> </ul>
Value Added Services included with BT Business Broadband Product	<ul style="list-style-type: none"> <li>• New or existing customers.</li> <li>• 4G Assure: only available for customers that achieve three bars or higher on the EE 4G eligibility checker at their Premises.</li> </ul>

6. Any Services not included at paragraph 5 are excluded from the Connected Sport Bundle.

7. Your contract for the Connected Sport Bundle will consist of: (i) these Connected Sport Terms; (ii) the Connected Sport Bundle Product terms and conditions; (iii) any Annex or Order that BT provides to you; and (iv) the General Terms, (the “**Contract**”). If there is any conflict between any of these documents, the order of priority, highest first, shall be (i), (ii), (iii), (iv).
  
8. Minimum Period of Service:
  - a. The minimum period of service for each Connected Sport Bundle Product is 12 months, the minimum period shall begin on the service start date of each Connected Sport Bundle Product and will continue for a period of 12 months (the “**Minimum Period of Service**”);
  - b. Upon expiry of each Minimum Period of Service, at BT’s sole discretion the charges may revert to the standard monthly rental/subscription charges applicable to each Connected Sport Bundle Product as set out in the BT Price List and/or the relevant Connected Sport Bundle Product terms and conditions;
  - c. At the end of each Minimum Period of Service, unless one of us has given the other 30 days’ prior Notice in accordance with the Contract, BT will continue to provide the Connected Sport Bundle Products and each of us will continue to perform our obligations in accordance with the Contract; and
  - d. If either of us gives 30 days’ prior Notice to the other of an intention to terminate a Connected Sport Bundle Product, BT will cease delivering that Connected Sport Bundle Product at the time of 23:59 on the last day of that Connected Sport Bundle Products Minimum Period of Service,

“**Notice**” shall have the meaning as given to it under clause 25 of the General Terms.
  
9. From the service start date of each Connected Sport Bundle Product you will pay BT the recurring monthly charge for each Connected Sport Bundle Product as set out in your Order. You will pay BT all other charges as set out in the relevant Connected Sport Bundle Product terms and conditions.
  
10. The Connected Sport Bundle Products include standard installation. BT will be entitled to charge any applicable installation charge for the Connected Sport Bundle Product where the work required is in excess of standard installation. The installer will provide the customer with a quote for any applicable installation charge prior to commencing any installation works.
  
11. If you terminate a Connected Sport Bundle Product during the Minimum Period of Service:
  - a. BT will charge you early termination charges, which will amount to the sum that would have been payable by you from the date of termination up to the expiry of the applicable Minimum Period of Service; and
  - b. BT will no longer provide the bundle discounts applicable for the remaining Connected Sport Bundle Products and the charges for any remaining Connected Sport Bundle Product will revert to the standard monthly rental/subscription charges as set out in the BT Price List and/or the relevant Connected Sport Bundle Product terms and conditions.
  
12. Except as expressly amended, BT’s standard terms and conditions will apply:

- a. General Terms:  
[https://business.bt.com/content/dam/terms/general/BTL\\_VolumeGT.pdf](https://business.bt.com/content/dam/terms/general/BTL_VolumeGT.pdf)
- b. BT Sport Terms for Commercial Premises (Single):  
<https://business.bt.com/content/dam/bt/business/v2/PDF/terms/BT1174-Issue-59-BT-Sport-Single-Premises-Standard-Conditions-2019Oct.pdf>
- c. BT Business Broadband Product, including 4G Assure and Guest Wi-Fi:
  - i. [https://business.bt.com/content/dam/terms/broadband/BTL\\_BTBPBS\\_BsnssBrdbnd\(BB5\)SprfstUltrfst\\_Sch\\_published7October2019.pdf](https://business.bt.com/content/dam/terms/broadband/BTL_BTBPBS_BsnssBrdbnd(BB5)SprfstUltrfst_Sch_published7October2019.pdf)
  - ii. [https://business.bt.com/content/dam/terms/broadband/BTL\\_BTBPBS\\_BsnssBrdbndSprfstUltrfst\\_VASAnnx\\_published26Nov2018.pdf](https://business.bt.com/content/dam/terms/broadband/BTL_BTBPBS_BsnssBrdbndSprfstUltrfst_VASAnnx_published26Nov2018.pdf)
- d. BT Business Standard PSTN line:  
[https://business.bt.com/content/dam/terms/calls-lines/BTL\\_BTBPBS\\_TelephoneServcs\\_Sch\\_published1March2019.pdf](https://business.bt.com/content/dam/terms/calls-lines/BTL_BTBPBS_TelephoneServcs_Sch_published1March2019.pdf)
- e. BT Business Call Essentials Package:  
[https://business.bt.com/content/dam/terms/calls-lines-packages/BTL\\_BTBPBS\\_CallEssentialsAnx\\_published01October2018.pdf](https://business.bt.com/content/dam/terms/calls-lines-packages/BTL_BTBPBS_CallEssentialsAnx_published01October2018.pdf)

13. BT may withdraw or amend the Connected Sport Bundle at any time without notice.

14. The terms of this Offer (other than paragraph 4) shall survive termination or expiry of this Agreement for any reason.

#### **BT Sport Offer – 25% Off**

1. This Offer is available, at BT's discretion, to new BT Sport Commercial customers (Single and Group Premises) who sign up for a 6 or 12 month Minimum Period for the Service on BT Sport Total between 6<sup>th</sup> February and 13<sup>th</sup> February 2018 (inclusive).
2. BT will discount the Monthly Subscription Charges due from the Recipient by 25%, for the duration of the Minimum Period (6 or 12 months, as applicable).
3. Nothing in this Offer affects the Recipient's liability to pay early termination charges pursuant to the Agreement (if applicable), in the event that this Agreement is terminated during the Minimum Period.
4. The Offer cannot be used in conjunction with any other BT offer, unless otherwise stated.
5. BT may withdraw or amend any Offer at any time without notice.

#### **Back to Business Offer**

1. This 'Back to Business' offer (the "**Offer**") is available, at BT's discretion, to existing BT Sport Commercial customers (Single Premises) at all Premises in the Territory which meet the requirements set out in paragraph 2 (each being a "**Recipient**").

2. Unless otherwise agreed by BT from time to time, Recipients will be entitled to the discounts set out in paragraph 3 if, between 24 June 2020 and 1 August 2020 they enter/entered into an Agreement with BT for the BT Sport Total Service for a Minimum Period of 12 months.
3. Recipients who meet the criteria in paragraph 2 will be entitled to the discounts as set out in the table below against the price offered to them at the point of contracting (or, where no such price is offered, the BT Sport Standard Rate) which applies to the BT Sport Total Service. Such discounts will apply only to the those months which both fall within the Recipient's Minimum Period and are listed in the below table, such discount(s) to take effect automatically on activation of the BT Sport Total Service:

<u>Period</u>	<u>Discount applied</u>
July 2020	Charges suspended
August 2020	70%
September 2020	55%
October 2020	40%
November 2020	25%
December 2020	10%

4. This Offer cannot be used in conjunction with any new or existing offer, discount or variation on the price offered at the point of contracting (or the BT Sport Standard Rate where no such price is offered) unless otherwise stated or approved by BT.
5. Nothing in this Offer affects the Recipient's liability to pay early termination charges pursuant to the Agreement (if applicable), in the event that this Agreement is terminated during the Minimum Period. For the avoidance of doubt, in the event of any termination of the Agreement, this Offer will be forfeited.
6. One Offer per Recipient.
7. BT may withdraw or amend this Offer at any time without notice.
8. This Offer is subject to BT's Agreement for BT Sport – Commercial Premises (Single Premises) which can be found at: <https://business.bt.com/terms/>

#### **BT/BBG New BT Sport Customer Offer**

1. For the purposes of this offer the following words and phrases shall have the following meanings:

**"BBG"** means AB InBev UK Limited trading as Budweiser Brewing Group UK&I;

**"BBG Brand"** means a draught keg: beer, lager, or cider (limited to Magners Original and Orchid Pig Reveller) product in each case the trademarks and/or trade names of which are owned by BBG or one of its group companies, or which BBG is licensed to distribute.

**"Existing BBG Customer"** BBG means a prospective Recipient who is stocking at least one of the BBG Brands as at the date of the Agreement;



**“Offer Discount”** has the meaning given to that term at paragraph 2 below;

**“Offer Period”** has the meaning given to that term at paragraph 2 below.

2. BT shall provide Recipient with a discount of 50% of the BT Sport Standard Rate (the **“Offer Discount”**) applicable to that Recipient (as the Monthly Subscription Charge may be varied by BT from time to time) for a period of 12 months (the **“Offer Period”**).
3. This offer is personal to the Recipient and shall not be transferable or used in conjunction with any other offers other than the Free Installation offer (unless agreed otherwise by BT).
4. In order to qualify for this offer the Recipient must meet the following criteria:
  - (a) the Recipient is a new customer of BT;
  - (b) the Recipient will enter into the Agreement and will arrange for the installation of at least one BBG Brand for a twelve (12) month minimum period;
  - (c) the prospective customer either (i) has Satellite Equipment installed at the premises where the Service would be received, or (ii) where the installation of the Satellite Equipment would be provided by BT pursuant to the Free Installation offer, the prospective customer is willing to have the Satellite Equipment installed and has the necessary authority and permissions to allow such an installation, or (iii) the prospective customer is otherwise willing to have the Satellite Equipment installed (organised by them and at their own cost) and has the necessary authority and permissions to allow such an installation;
  - (d) where the Recipient is an Existing BBG Customer, the Recipient is willing to supply at least one additional BBG Brand for a further twelve (12) month minimum period.
5. The Recipient may be introduced to this offer by BT or BBG.
6. Where the introduction is initiated by BBG:
  - (a) **Step 1:** Recipient shall agree to installation of BBG Brand and indicates interest in entering into the Agreement;
  - (b) **Step 2:** With the Recipient’s consent, BBG will advise BT of the Recipient’s interest and arrange for the Recipient to be passed to the appropriate BT contact;
  - (c) **Step 3:** BT will arrange for the Recipient to complete sign up to the Agreement and apply the Offer Discount;
  - (d) **Step 4:** BT will install the Service and have it fully operational 30 days from being advised by BBG of the interest of the Recipient in taking up the offer.
7. Where the introduction is initiated by BT or their agent-
  - (a) **Step 1:** Recipient will enter into the Agreement and if Recipient indicates a willingness to add at least one (1) additional BBG Brand BT will immediately apply the Offer Discount;
  - (b) **Step 2:** With the Recipient’s consent, BT will advise BBG of the account details;

- (c) Step 3 Subject to paragraph 9 and paragraph 10 below, provided the Recipient adds at least one (1) additional BBG Brand within thirty (30) days of entering into the Agreement the Recipient will remain on the Offer Discount;
  - (d) Step 4: Subject to paragraph 9 and paragraph 10 below, BBG will advise BT when installation is complete so that the Offer Discount remains in place;
8. If, for any reason the Agreement is not executed within thirty (30) days of a request for the installation of a BBG Brand, BBG will be entitled to terminate the installation of BBG Brand without liability to the Recipient.
  9. If, for any reason, the BBG Brand is not installed within thirty (30) days of Step 2 at paragraph 7(b) above, BT will be entitled at its discretion to terminate/remove the availability the offer without liability to the Recipient.
  10. If a delay in installing a BBG brand is caused due to the fault of BBG the Recipient will remain on the Offer Discount for such period that the failure to install remains the fault of BBG.
  11. If the Recipient's installation of BBG Brand is terminated prior to the end of the Offer Period, but the Recipient will no longer be entitled to receive the Offer Discount.
  12. One offer per Recipient.
  13. This offer is subject to the Agreement which can be accessed at this [link](#).
  14. BT may withdraw or amend any Offer at any time without notice.

#### **BT/BBG Existing BT Sport Customer Offer**

1. For the purposes of this offer the following words and phrases shall have the following meanings:
  - “**BBG**” means AB InBev UK Limited trading as Budweiser Brewing Group UK&I;
  - “**BBG Brand**” means a draught keg: beer, lager, or cider (limited to Magners Original and Orchid Pig Reveller) product in each case the trademarks and/or trade names of which are owned by BBG or one of its group companies, or which BBG is licensed to distribute.
  - “**Discount Period**” means in relation to each Recipient, the period commencing on the Offer Start Date and continuing for the period during which the Recipient: (i) retains the installed BBG Brands; (ii) the Agreement remains in place between the Recipient and BT; (iii) the agreement between BBG and BT to make the offer available remains in force;
  - “**Offer Start Date**” the date upon which the additional BBG Brand(s) is (are) confirmed as installed by BBG;
  - “**Offer Discount**” has the meaning given to that term in paragraph 2.
2. BT shall provide Recipient with the following monthly discounts:

1 additional BBG brand carried	£20 discount (on the pre-tax amount) on Monthly Subscription Charge
2 additional BBG brands carried	£40 discount (on the pre-tax amount) on Monthly Subscription Charge
3 additional BBG brands carried	£70 discount (on the pre-tax amount) on Monthly Subscription Charge

During the Discount Period (the “**Offer Discount**”).

3. The offer is personal to the Recipient and shall not be transferable or used in conjunction with any other offers (unless agreed otherwise by BT).
4. Where a BBG brand is removed the discount shall be reduced accordingly.
5. In order to qualify for this offer the Recipient must meet the following criteria:
  - (a) the Recipient has an existing Agreement with BT; and
  - (b) the Recipient will arrange for the installation of at least one additional BBG Brand for a further twelve (12) month minimum period.
6. The order journey for a Recipient wishing to take up the offer shall normally follow the below steps unless otherwise agreed by the parties.
7. Where the introduction is initiated by BBG:
  - (i) **Step 1:** Recipient agrees to installation of BBG Brand(s);
  - (ii) **Step 2:** With the Recipient’s consent, BBG will advise BT of the Recipient’s interest and arrange for the Recipient to be passed to the appropriate BT contact;
  - (iii) **Step 3:** BT will confirm the Offer Discount, as set out in paragraph 2, with the Recipient and confirm that this will be applied once the BBG brand installation has been completed;
  - (iv) **Step 4:** Subject to paragraph 9 and paragraph 10 below, BBG will advise BT when installation is complete so that the Offer Discount can be applied to the customer account.
8. Where the introduction is initiated by BT or their agent:
  - (i) **Step 1:** Recipient agrees to add at least one (1) additional BBG Brand;
  - (ii) **Step 2:** With the Recipient’s consent, BT will advise BBG of the account details.
  - (iii) **Step 3:** Subject to paragraph 9 and paragraph 10 below, provided the Recipient adds at least one (1) additional BBG Brand within thirty (30) days of entering into the Agreement the Recipient will receive the Offer Discount upon confirmation of BBG Brand installation;

(iv) **Step 4:** Subject to paragraph 9 and paragraph 10 below, BBG will advise BT when BBG Brand installation is complete so that the Offer Discount can be applied to the Recipient's account.

9. If, for any reason, the BBG Brand is not installed within thirty (30) days of the Offer Discount being applied, BT will be entitled at its discretion to terminate the offer without liability to the Recipient.

10. In the event that the Discount Period is terminated the following shall apply in respect of the circumstances set out below:

<b>Circumstances</b>	<b>Consequence</b>
Recipient's installation of all BBG Brands to which the offer relates is terminated but the Recipient's Agreement remains in force	Recipient will no longer be entitled to receive the Offer Discount.
Recipient's installation of some but not all the BBG Brands to which the offer relates is terminated and the Recipient's Agreement remains in force	Recipient's Offer Discount will be reduced accordingly
If the agreement between BBG and BT to make the offer available is terminated.	BT may at its sole discretion elect to allow the Recipient to receive the Offer Discount for a period of twelve (12) months from the date that BBG and BT agreement to make the offer available is terminated.

11. One offer per Recipient.

12. This offer is subject to the Agreement which can be accessed at this [link](#).

13. BT may withdraw or amend any Offer at any time without notice.