



BT's Conditions for Audio Broadcast Network Service

BRITISH TELECOMMUNICATIONS PLC

AND

[CUSTOMER NAME]

CONTRACT FOR

DVB ASI SERVICES AUDIO BROADCAST NETWORK SERVICE

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BT's Conditions for Audio Broadcast Network Service

This Contract is made this **[Day]** day of **[Month]** 199**[Year]**

Between :-

British Telecommunications plc (company number 1800000) whose registered office is at 81 Newgate Street, London EC1A 7AJ (hereinafter referred to as ("BT"))

and

[Customer name] whose registered office is at **[Customer address]** ("the Customer").

1 Interpretation

1.1 This Contract, including all the Appendices, together with BT's Price List, form the entire agreement between the parties relating to the provision of the Service and govern the provision of the Service to the Customer to the exclusion of any other previous oral or written statement, or agreement, .whatever its legal character.

1.2 In this Contract the following expressions shall have the following meanings unless the context otherwise requires:-

"BT" British Telecommunications plc, its successors and assigns and, where appropriate, companies within the BT group of companies.

"BT's Price List" BT's price list for telecommunications products and services available at www.serviceview.bt.com/list/homepage.htm as may be amended from time to time.

"Charges" shall mean the charges payable by the Customer to BT under this Contract.

"Circuits" shall mean the circuits as listed set out in Appendix F.

"Commencement Date" **[** **]**, the date shall mean **[** **]** the date set out in Clause 2.2 from when Service is to be provided to the Customer.

"Connecting Point" shall mean a block terminal, a socket or removable plug, a distribution frame or any other device supplied and installed by BT at the Customer's Premises.

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“Customer”	means the customer with whom BT makes this Contract and by whom BT’s Charges are payable, and anyone reasonably appearing to BT to be acting with the Customer’s authority or permission.
“Customer’s Content Signals”	means audio signals of the Customer, or of any third party the Customer allows to use the service .
“Customer Credit Scheme”	the customer credit scheme as described in Appendix G
“Customer’s Equipment”	means equipment of the Customer (whether provided by BT or not) that the Customer uses with the Service.
“Customer’s Premises”	means the premises specified included in paragraph 1 of Appendix B.
“Due Date”	(a) the Commencement Date; and (b) for each succeeding quarter, the first day of that quarter being 1 January, 1 April, 1 July and 1 October.
“Effective Date”	shall mean the effective date of this Contract as first above written.
“Enhanced Customer Credit Scheme”	means the Enhanced Customer Credit scheme as described in Appendix G
“Equipment”	shall mean any BT equipment placed on Customer’s Premises and used by BT to provide the Service.
“Indexation Date”	means the 1st April 2003 ¹⁹⁹].
“Input Interface”	means an interface (physical, electrical and data) at which the Customer or its agent delivers the Customer’s Content Signals to BT, by means of one or more Connecting Points on the Equipment, for transmission via the Service as having the characteristics described in Appendix A.
“Licence”	means any licence granted or having effect as if granted under the Telecommunications Act 1984, the Broadcasting Acts 1990 or 1996 or the Wireless Telegraphy Act 1949, including

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any replacement or re-enactment of those statutes and any amendment to any licence so granted.

“Licensed Area”	means the United Kingdom excluding the Hull area.
“Minimum Period”	means the minimum period of Service, which is [5] years from the date on which BT first provides Service to the Customer Commencement Date.
“Output Interface”	means an interface (physical, electrical and data) at which BT delivers the Customer’s Content Signals to the Customer or its agent, by means of one or more Connecting Points, after to BT for transmission via the Service, as having the characteristics described in Appendix A.
“Termination Date”	the date that termination is effective.
“Service”	means the telecommunications service described in Appendix A.
“Specification”	means the specifications described in Appendix A.
“Termination Date”	the date that termination is effective.
“Total Failure”	means a fault which causes continuous and complete loss of Service.
“Working Day”	8am to 5pm Monday to Friday inclusive excluding all United Kingdom bank and or public holidays. in England and Wales.

2 Provision of Service

- 2.1 BT will provide the Service to the Customer on the terms of this Contract.
- 2.2 The Commencement Date shall be **[Day, month, year]**. BT will use reasonable endeavours to provide the Service from the Commencement Date but BT has no liability for any failure to meet such date. If BT does not provide Service by such date, the Customer will be entitled to claim credits against the Charges in accordance with the Enhanced Customer Credit Scheme.

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- 2.3 It is technically impracticable to provide Service free of faults and BT does not undertake to do so. BT does undertake certain obligations with regard to faults in Service :see Clause 7.
- 2.4 This Contract only applies to provision of the Service within BT's Licensed Area. The Customer is responsible for requesting and paying for Service from the body which provides circuits outside BT's Licensed Area.
- 2.5 BT may :-
- 2.5.1 in an emergency proclaimed by Government, suspend Service temporarily or without notice cease to provide Service;
 - 2.5.2 temporarily suspend Service for the repair, maintenance or improvement of any of its telecommunications systems and apparatus; and
 - 2.5.3 give the Customer instructions about the use of Service which BT thinks reasonably necessary in the interests of safety or of the quality of Service to BT's other customers;

But before BT does either of the things set out in Clauses 2.5.1 or 2.5.2 above, BT will give the Customer as much notice as it reasonably can and BT will restore Service as soon as it reasonably can.

- 2.6 Where BT decides it is necessary or appropriate in order to meet the Customer's requirements for the or if the Customer asks BT to provide Service, to use, either wholly or in part, by means BT does not normally use or at substantially incur greater expense than BT normally incurs, or if the Customer asks BT to construct or install a circuit in an unusual way, (any of the foregoing being hereafter referred to as "provision by special means") BT may ask the Customer to pay an additional charge and/or ask the Customer to agree to special conditions. BT will tell the Customer in writing how much any additional charge would be and which special conditions would apply and BT may advise the Customer of a revised Commencement Date. The Customer then has the option to cancel the request for provision of the Service by these means within 7 5 Working Days In any conflict between any conditions determined under this Clause 2.56 and the other terms and conditions of this Contract, the special conditions will prevail. If Service is provided by special means under this Clause 2..65, any Commencement Date will be an estimate only and the provisions of the Enhanced Customer Credit Scheme concerning late delivery will not apply.
- 2.7 Subject to Clause 19.2, if during the course of this Contract the Customer requires the Service to be made available to further premises or requires a reattribution of existing Customer's Premises, it shall put its request in writing to BT and BT shall consider such requirement and aim to provide the Customer within 30 Working Days with details of the associated cancellation charges and/or lead time and additional

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connection and rental charges to the Customer for such change. Subject to payment of these charges, BT shall make the necessary alterations to the Service as appropriate.

- 2.8 With effect from the 54th month after the Commencement Date, the Customer may request a technical review of the Equipment and other network terminating equipment available on the market. Where opportunities are identified and agreed by both parties, from such technical review, to improve or enhance the Service, the parties will cooperate in good faith and BT will use reasonable efforts to implement appropriate changes to the Service. BT will share with the Customer and other customers for appropriate BT services any functional benefits arising from such technology improvement with due regard to the need for BT to achieve a reasonable rate of return on both the item(s) of new Equipment which is/are required to be installed and of the original Equipment which is/are required to be replaced or is/are rendered obsolete as a result of the implementation of such improvements.

3 Period of Contract

- 3.1 This Contract shall come into force from on the Effective Date.
- 3.2 BT shall provide and the Customer shall pay the Charges for the Service from the Commencement Date for the Minimum Period and thereafter unless and until either party shall give 6 months written notice to terminate expiring at or after the end of the Minimum Period provided always that no circumstances have arisen which would reasonably prevent BT from being able to offer a continuation of the Service beyond the Minimum Period. BT shall provide, and the Customer shall pay the Charges for, the Service for the Minimum Period.

4 Responsibilities of the Customer

- 4.1 The Customer shall be responsible for:-
- 4.1.1 the preparation of the Customer's Premises in accordance with the Specification as detailed described in Appendix C including the provision of suitable accommodation, trunking, power supplies, access and air-conditioning for the Equipment; and
- 4.1.2 obtaining and paying any charges or costs (including third party site costs) for all planning and landlord approvals, wayleaves and consents as may be necessary to install the Equipment and to connect and operate the Service at the Customer's Premises; and
- 4.1.3 the Equipment and for its proper use in accordance with BT's reasonable written instructions; . if any part of such Equipment is lost, destroyed or damaged by the Customer, its employees, agents or its subcontractors (except for fair wear and tear) the

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Customer shall pay BT's charge for its replacement or repair. The Customer must not interfere with the Equipment nor permit anybody else (unless authorised by BT) to do so; and

4.1.4 the Customer's Content Signals complying with the Specifications set out described in Appendix A; . Unless otherwise stated in Appendix A, BT will not be responsible for any Total Failure due to any failure of the Customer's Content Signals to so comply.

4.2 The Customer shall be responsible for ensuring that the Customer's Premises comply with all necessary Health and Safety regulations and all applicable laws and regulations required to enable BT to install, repair or replace the Equipment.

4.3 The Customer shall indemnify BT against any actions proceedings claims or demands connected with this Contract brought or threatened against BT by a third party, except where such action arises as a result of BT's negligence, wilful default or breach of this Contract.

5 Use of the Service

5.1 The Customer shall be entitled to use the Service only in accordance with the Specification of the Service as defined described in Appendix A.

5.2 The Customer shall only use the Service to transmit programme signals the Customer's Content Signals in a manner which does not infringe any relevant UK legislation and the requirements of the appropriate regulatory authorities which are applicable to the Customer's use of the Service. BT accepts no liability for any licences required by the Customer for the Customer's Content Signals programmes that the Customer wishes to transmit over the Service.

5.3 The Customer is responsible for the material contained within the Customer's Content Signals, even if the Customer is not the creator of such material. The Customer must not use or permit any other person to use the Service:-

5.3.1 to send a message or communication which is offensive, abusive, indecent, obscene or menacing; or

5.3.2 to cause annoyance, inconvenience or needless anxiety; or

5.3.3 in breach of the provisions of any licence or consents applicable to the Customer or to that other person in connection with the use of the Service.

5.4 BT reserves the right to interrupt the Service for necessary maintenance, adjustments or repair. BT will, except in case of emergency, give reasonable prior written notice to the Customer of

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such interruption. BT shall ensure and procure that any such interruption shall be kept to a minimum and shall advise the Customer of the expected duration of such interruption. The Customer agrees to fully indemnify BT against any claims or legal proceedings arising from the Customer's use or any third party's use of the Service which are brought or threatened against BT by another person and, without prejudice to the foregoing, the Customer agrees to fully indemnify BT against all and any actions, proceedings, claims or demands brought against BT arising from libel, slander, invasion of privacy, quality or contents of any programme transmitted by the Customer.

- 5.5 If during the course of this Contract the Customer requires the Service to be made available to further premises or requires a reattribution of existing Customer's Premises, it shall put its request in writing to BT and BT shall consider such requirement and aim to provide the Customer within 30 working days with details of the associated cancellation charges and/or lead-time and additional connection and rental charges to the Customer for such change. Subject to payment of these charges BT shall make the necessary alterations to the Service as appropriate.

6 Charges and Terms of Payment

- 6.1 The Charges payable to BT by the Customer, calculated in accordance with the BT Price List, shall be as detailed are set out in Appendix F. The Customer shall be liable to pay the Charges from the Commencement Date. without set off or counter claim.

- 6.2 Those of the Charges which are recurring shall be annually escalated adjusted on each anniversary of the Indexation Date in accordance with the following formula:

$$C1 = C0 * (1 + (X/100))$$

where:

C1 = Charge for the current year,

C0 = Charge for the previous year,

X = The arithmetic mean of the percentage increases in the Retail Prices Index as produced by the Office for National Statistics (Table RP02) for each of the 12 months immediately preceding the Indexation Date over the Retail Prices Index for each of the corresponding 12 months immediately preceding those 12 months. the 12 months immediately preceding the Indexation Date over the Retail Prices Index for each of the corresponding 12 months immediately preceding those 12 months; Provided that, in the event that the above formula in results in a negative increase for any period, then the increase for that period

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shall be taken as zero. there shall be no adjustment for that period.

- 6.3 In the event that the Retail Prices Index is not available in time for BT to calculate a revised Charge on an anniversary of the Indexation Date, then BT shall invoice the Customer at the previous year's Charges until the Retail Prices Index is available, when an appropriate adjustment will be made to a following invoice.
- 6.4 Should If the Retail Prices Index shall cease or fail to be published or should any changes occur to the basis on which it is published, of said index, BT and the Customer shall agree a fair and reasonable adjustment to said index or, if appropriate, substitute a revised formula. which in either event shall have substantially the same effects as those specified in this Clause.
- 6.5 BT will invoice the Customer not less than 30 days before the Due Date. All of the Charges detailed herein are exclusive of UK value added tax, which will be added to the Charges at the time of invoicing. BT must receive payment of the Charges in full by the Due Date.
- 6.6 The Connection Charge shall normally be payable on the Commencement Date.. BT reserves thea right to do a credit check and , but BT may require the Customer to provide an advance payment before Service is provided. The Annual Rental Charges shall be due and payable in equal quarterly instalments in advance on the Due Date. upon the issuing of an invoice 30 days prior to the Due Date. in advance on the 1st January, 1st April, 1st July and 1st October each year.
- 6.7 Where the Commencement Date does not fall on a quarterly instalment date BT will apportion the first aAnnual rRental Charges on a daily basis for the incomplete period and invoice the Customer accordingly.
- 6.8 Without prejudice to BT's rights under Clause 9, if any amount payable by the Customer is not received by BT on within 30 days of the Due Date, for payment as set out in Clause 6.6, BT may charge interest on the amount outstanding from the Due Date on a daily basis at a rate of four per cent above the prevailing Base Lending Rate of Midland HSBC Bank plc.
- 6.9 If the Customer reasonably disputes any of the Charges on any invoice it must pay the undisputed portion of the invoice and submit notice in writing of the claim for the disputed amount. All claims must be submitted to BT within 30 days from the date of the invoice.
- 6.10 the Customer reasonably disputes any of the Charges on any invoice it must pay the undisputed portion of the invoice and submit notice in writing of the claim (in a form reasonably requested by BT) for the disputed amount. All claims must be submitted to BT within 60 days

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from the date of the invoice. The Customer waives the right to dispute any of the Charges which are not notified to BT within such 60 day period. In the event that the dispute is resolved in favour of BT, the Customer shall immediately pay such Charges to BT together with interest at the rate referred to in Clause 6.8.

7 Fault Reporting and Repair

- 7.1 BT shall provide network monitoring, fault reporting and fault repair for the Service as set out in Appendix D. Additionally, if the Customer detects a fault, it may report such fault to BT at the appropriate number and in accordance with the fault reporting procedures as detailed described in Appendix D. Subject to Clause 7.3 below, BT will respond to a fault as soon as reasonably practicable after alarms appear on the network monitoring status display, or after a fault report from the Customer (whichever first occurs).
- 7.2 Without prejudice to the provisions of Clause 7.1, BT reserves the right from time to time to give such reasonable written instructions to the Customer concerning the reporting of faults as BT considers appropriate and/or in the interests of safety and any such instructions will form part of this Contract.
- 7.3 If work of any kind done by BT or its agent in response to a complaint made by the Customer of a fault in the Service reveals no such fault, or the fault is found not to be in the Service, or the fault is as a result of the Customer's Equipment, BT shall be entitled to require the Customer to pay a charge for the work BT has done and/or any money BT has spent.
- 7.4 If a Total Failure occurs, the Customer will be entitled to claim credits against BT's Charges in accordance with the Enhanced Customer Credit Scheme. Any such credits shall be in full and final settlement of any claim against BT for the Loss of Service.

8. Suspension by BT

- 8.1 BT may (without prejudice to any other right or remedy) suspend the Service:
- 8.1.1. on giving the Customer five (5) Working Days days written notice if BT does not receive the payment of the Charges in full on the Due Date;
 - 8.1.2. immediately by written notice if the Customer commits a material breach of this Contract; or
 - 8.1.3. immediately by written notice if the Customer is the subject of a bankruptcy order or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or goes into liquidation either voluntary

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(otherwise than for reconstruction or amalgamation) or compulsory, or if a receiver or administrator is appointed over its assets.

Suspension will continue until the grounds for suspension are removed to BT's reasonable satisfaction or BT terminates the Contract.

- 8.2 The Customer remains liable to pay the Charges during any period of suspension and, for the avoidance of doubt, , the Customer shall not be entitled to any credits in accordance with the Customer Credit Scheme for any such period of suspension.

9. Termination by BT

- 9.1 BT may (without prejudice to any other right or remedy) terminate this Contract by giving 30 days written notice to the Customer if BT does not receive payment of the Charges in full on the Due Date and any interest thereon.

- 9.2 BT may terminate this Contract immediately by written notice to the Customer:

9.2.1 if the Customer commits a material breach of this Contract which is incapable of remedy; or

9.2.2 if the material breach of Contract is capable of remedy, and the Customer fails to remedy the breach within 30 days after receipt of written notice to do so.

- 9.3 BT may terminate this Contract immediately by written notice to the Customer if the Customer is the subject of a bankruptcy order or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory, or if a receiver or administrator is appointed over its assets.

10. Termination by the Customer

- 10.1 The Customer may terminate this Contract immediately by written notice to BT:

10.1.1 if BT commits a material breach of this Contract which is incapable of remedy; or

10.1.2 if the material breach of Contract is capable of remedy, BT fails to remedy the breach within 30 days of written notice to do so.

- 10.2 The Customer may terminate this Contract immediately by written notice to BT if BT is the subject of a bankruptcy order or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or goes into liquidation, either voluntary

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(otherwise than for reconstruction or amalgamation) or compulsory, or if a receiver or administrator is appointed over its assets.

11. Effect of Termination

11.1 Termination or expiry of this Contract will be without prejudice to the rights and liabilities of either BT or the Customer which may accrue on or up to such date.

11.2 If the Customer purports to terminate this Contract for any reason (other than under Clause 10) in the period between the Effective Date and the Commencement Date, then the Customer shall pay BT in full all costs and expenses incurred by BT in the provision of the Service.

11.3 Where BT terminates this Contract under Clause 9 or where the Customer purports to terminate (other than under Clause 10), the Customer must pay the termination payment.

11.4 The termination payment shall be a sum equal to a percentage of the rental which would otherwise have been payable for the service for a period from the Termination Date, for the remainder of the Minimum Period, after due allowance to the Customer for the appropriate proportion of any Charges paid in advance and any reasonable mitigation of its loss that BT is able to effect. The termination payment will be as follows:

11.4.1 For termination within an initial 12 month period, full rental in respect of any unused part of the initial 12 month period, plus 20% of the rental payable from the completion of the initial 12 month period until the end of the Minimum Period

11.4.2 For termination subsequent to an initial 12 month period, 20% of the rental payable until the end of the Minimum Period.

In recognition of the termination payment being paid in a lump sum to BT on termination, such sum shall be discounted by using the 3 month Sterling London Interbank Offer Rate quoted by HSBC Bank plc, London, on the Termination Date. Such sum shall be paid by the Customer within 30 days of the issue receipt of BT's invoice, and BT may charge daily interest on late payment in accordance with Clause 6.8.

11.5. If the Customer fails to comply with any provision of this Contract, liability shall nevertheless continue for all Charges due or to become due for the Service provided during any period of such failure.

12 Permission to enter property

- 12.1 The Customer shall, subject to the production upon request of evidence of identity and authority, and on at least 2 Working Days' prior written notice to the Customer, permit or procure the right for persons engaged on BT's business, to enter the Customer's Premises as reasonably necessary at all times for the purpose of installing, provisioning or inspecting the Equipment.
- 12.2 If the Customer fails to provide or arrange for unrestricted access to the Customer's Premises for maintenance at the times BT reasonably requires it, or fails to keep arrangements made, and such access is necessary for maintenance of the Equipment or to clear a Total Failure (and such maintenance or clearing of a Total Failure cannot be conducted by BT outside the Customer's Premises), any period during which the Service does not meet the Specification shall not constitute a Total Failure but only to the extent that such period is caused or prolonged by such failure by the Customer.

13 Limitation of Liability

- 13.1 In performing any obligation under this Contract, BT's duty is only to exercise the reasonable skill and care of a competent telecommunications service provider.
- 13.2 Neither party excludes or restricts liability for death or personal injury resulting from its own negligence.
- 13.3 Under the Customer Credit Scheme, should BT fail to either :-
- 13.3.1 provide Service by the Commencement Date; or
- 13.3.2 restore Service within the times set out in the Customer Credit Scheme after a Total Failure.
- the Customer may be entitled to claim credits against the Charges as set out in the Customer Credit Scheme.
- 13.4 BT shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of revenue or profits, business, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever.
- 13.5 Subject to the Customer Credit Scheme, in any event BT's liability in contract, tort, (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with this Contract or howsoever otherwise shall be limited to £1,000,000 for any one incident or series of related incidents and £2,000,000 for any series of incidents related or unrelated in any period of 12 months.

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13.6 Each provision of this Clause 13 is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable in any circumstances and shall remain in force notwithstanding the expiration or termination of this Contract.

14. Indemnity

14.1 The Customer must indemnify BT against any actions, proceedings, claims or demands for loss or damages including death or personal injury in any way connected with this Contract brought or threatened against BT by a third party except to the extent that BT is liable to the Customer under this Contract.

14.2 Without prejudice to the generality of Clause 14.1 the Customer shall indemnify BT in the event of:

14.2.1 actual or alleged libel, slander, invasion of privacy or infringement of copyright;

14.2.2. actual or alleged infringement of intellectual property rights arising from use of the Service with facilities or services, apparatus or systems not provided by BT for use with the Service;

14.2.3 use of the Service contrary to the provisions of this Contract;

14.2.4 claims relating to the quality or contents of the Customer's Content Signals; or

14.2.5 claims relating to any actual or alleged failure, however caused, to meet an obligation to any person to transmit the Customer's Content Signals; or

14.2.6 any actions, proceedings, claims or demands connected with the Service which are brought or threatened against BT due to BT acting in accordance with the instructions of the Customer.

14.3 BT will promptly notify the Customer in writing of any claim to which the indemnity in this Clause 143 relates and will:

14.31. make no admission without the Customer's consent;

14.32. allow the Customer to conduct any proceedings or settle any claims in each case at the expense of the Customer and must do so at BT's written request; and

14.33. give to the Customer at the cost and expense of the Customer reasonable assistance in connection with such proceedings.

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15. Notices

15.1 Notices given under this Contract will be in writing and will be sent to the address of BT or the Customer as follows:

To BT:

BT Broadcast Services
PP 522 S, , 5th Floor South Block
London Telecom Tower
60 Cleveland Street
London, W1T 4JZ
125 Shaftesbury Avenue
LONDON
WC2H 8BE
Fax Number: 020 7432 5295

For the attention of: Head of Sales, Senior Business Manager,
Terrestrial Services

Or any other address notified in writing by BT to the Customer.

To the Customer:

[Insert Customer's address]

To its address as set out above, for the attention of:
with copies to:

or any other address notified in writing by the Customer to BT.

- 15.2 All notices will be delivered by hand or sent by telex, facsimile or in the United Kingdom, by registered post or by recorded delivery and outside of the United Kingdom by registered airmail letter. All notices will be deemed to have been received when delivered by hand or on the date on which they would be received in the normal course of posting (if posted) or when the proper answerback code or confirmation is received by the sender if sent by telex or facsimile.

16. Confidentiality

- 16.1 BT and the Customer will keep in confidence any information of a confidential nature obtained under this Contract and will not divulge it to any person (other than their employees who need to know the information and subject to their employer making them fully aware of and causing them to comply with the provisions of this Clause) without the consent of the other party.

- 16.2 Clause 16.1 will not apply to:

16.2.1 information in the public domain otherwise than in breach of this Contract;

16.2.2 information in the possession of the receiving party prior to its disclosure to them under the terms of this Contract;

16.2.3 information obtained from a third party who is free to divulge it;

16.2.4 information which is independently developed by the receiving party without any breach of confidentiality under this Contract or otherwise; or

16.2.5 the disclosure of information as required by a court of law or other competent authority.

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17. Use and Assignment

- 17.1 The Customer shall not, without the prior written consent of BT, assign, transfer or otherwise dispose of the benefit or burden of this Contract in whole or in part, provided that nothing in this Contract shall prevent the Customer from using the Service to convey the Customer's Content Signals on behalf of third parties. No assignment, transfer or disposal shall relieve the Customer of ultimate liability to BT under this Contract.
- 17.2 The Customer may assign any rights or benefits under the Contract only with the prior written consent of BT.
- 17.3 The Customer may permit a third party to use all or part of the Service only with the prior written consent of BT. Prior to permitting such third party use, the Customer must notify BT of the proposed party's name and the proposed extent of their use of the Service. The Customer remains responsible for all its obligations under this Contract including use of the Service and payment of the Charges. BT may make additional requirements of the Customer or the third party as a condition of its consent for such third party use. Notification to BT or BT's consent does not imply any approval by BT of the third party or its proposed usage.
- 17.4 BT may assign this Contract to a Company within the BT Group of Companies. "Company within the BT Group of Companies" means BT or one of the subsidiaries of BT as defined by Section 736 of the Companies Act 1985.

18. Force Majeure

- 18.1 Subject to Clause 18.3, neither party shall be liable in respect of any breach of this Contract caused by matters beyond that party's reasonable control including, but not by way of limitation, Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving that party's employees), weather of exceptional severity or acts of local or central Government or other authorities or the act or omission of any person for whom that party is not responsible.
- 18.2. If any circumstances of force majeure as detailed above arise which prevent or delay a party from carrying out its obligations under this Contract, that party shall notify the other party as soon as reasonably practicable and shall meet with the other party to discuss possible plans for minimising such delay.
- 18.3 In the event of the Customer notifying BT of circumstances of force majeure applying to the Customer, the provisions of Clauses 18.1 and 18.2 shall not apply to any liability arising out of any breach of the obligations and restraints contained in Clause 5, any liability arising

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under Clause 6, nor (for the avoidance of doubt) shall such provisions apply to any liability arising out of the indemnity given by Clause 14.

If BT is unable to perform any obligation under this Contract because of a matter beyond its reasonable control, including but not limited to lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving their employees), or acts of local or central Government or other competent authorities, it will have no liability to the Customer.

- 18.4 BT must promptly give written notice to the Customer on commencement and on cessation of the Force Majeure event.
- 18.5 The Customer will have no liability to BT to pay the Charges during any event of Force Majeure.
- 18.6 If the Force Majeure event continues for a period of 60 days or more or when it is agreed by both parties that such an event will continue for longer than 60 days from the day it started either party shall have the right to terminate this Contract without liability (save for the accrued rights and obligations of the parties) upon giving seven 7 days written notice to the other party.

19. Variation of Contract

- 19.1 No variation or amendment to the terms and conditions of this Contract shall be effective unless made in writing and signed by both parties. The parties will normally use the form of Contract Change Order set out at Appendix E to effect such amendment.
- 19.2 If the Customer wishes BT to modify the Service it must notify BT in writing. If the proposed modification is acceptable to BT the parties will negotiate the applicable terms and conditions in good faith.

20. No Partnership

Nothing in this Contract will give rise to any partnership between BT and the Customer.

21. Severability

Any part of this Contract, which is determined illegal or invalid, will not affect the legality or validity of the remainder.

22. Waiver

Any waiver by either party BT of a breach by the other party Customer of any provision of this Contract shall be limited to the particular breach and shall not operate in any way in respect of any future breach by the other party Customer, and no delay on the part of either party BT to act upon a breach shall be deemed to be a waiver of that breach.

23. Entire Agreement

This Contract governs the provision of the Service to the Customer to the exclusion of all other written or verbal representations, statements, understandings, negotiations, proposals or agreements.

24. Contracts (Rights of Third Parties) Act 1999

The parties to this AgreementContract do not intend that any term of this AgreementContract should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this AgreementContract.

25. Arbitration

If a dispute between BT and the Customer about this Contract does not involve a complicated issue of law, an issue of quantification or mitigation of loss or a sum exceeding £100,000, either party may refer such dispute to arbitration by the Chartered Institute of Arbiters under procedures agreed between BT and the Institute, details of which appear in BT's Code of Practice for Consumers. The decision of the arbiter in any such dispute shall be final and binding on both BT and the Customer.

26. Proper Law and Jurisdiction

This Contract shall be governed and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.

BT's Conditions for Audio Broadcast Network Service

**Agreed and signed for and on behalf
of British Telecommunications plc**

.....

.....

Name (in block capitals)

.....

**Agreed and signed for and on behalf
of the Customer**

.....

Name (in block capitals)

.....

Appendix A

Specifications of the Service and of Customer's Content Signals

Description of Service

(a) Service Elements

The Audio Broadcast Network service is a point to multi-point audio distribution service, which comprises a number of digitally routed (analogue presented) audio circuits, each with a nominal bandwidth of 20Hz to 7.5kHz. The two main elements of the service are the Contribution element and the Distribution element.

1. Contribution Element of the Service

The contribution element of the service comprises ten uni-directional audio channels, which transmit audio from the Customer's studio to the BT Broadcast Services' (BS) Audio Distribution Service Management site, with multiplexing capabilities provided at this site.

Emergency recovery capabilities provide a temporary contribution feed, should there be an interruption of service on one of the main contribution links from the studio. This is outlined in detail below.

2. Distribution Element of the Service

The distribution element of the service comprises [insert number] simplex digital audio circuits which originate at the BT BS Audio Distribution Service Management site and terminate at one of the [insert number] transmitter sites as detailed in Appendix B.

There are [insert number] Primary Transmitter Sites, which have an automatic restoration facility using ISDN lines. At each of the Primary Transmitter Sites, an ISDN call will automatically be instigated within 5 seconds, when a failure of the main circuit is detected. All transmitter sites which are not classified as Primary Transmitter Sites are classified as Secondary Transmitter Sites.

(b) Service Specification

Contribution Element of the Service - Audio Circuits

The Typical Audio Specification of the audio circuits is as follows:-

Bandwidth:	20Hz to 15kHz
Insertion Loss:	0dB+/- 1dB
Signal to Noise Ratio:	>56dB
Input Impedance:	600 Ohms
Input Level:	+12dB max.
Input Connectors:	Soldered connection to the Test Access Panel
Output Impedance:	600 Ohms
Output Level:	+12dB max.

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Output Connectors: Soldered connection to the Test Access Panel

Distribution Element of the Service - Audio Circuits

The Typical Audio Specification of these circuits is as follows:-

Coding Standard:	apt-X100TM Sub Band ADCPM
Sampling rate:	16kHz
Bandwidth:	20Hz to 7.5kHz
Insertion Loss:	0dB+/- 0.2dB
Signal to Noise Ratio:	>60dB
Input Impedance:	600 Ohms
Input Level:	+12dB max.
Input Connectors:	Audio connector strips
Output Impedance:	600 Ohms
Output Level:	+12dB max.
Output Connectors:	3 way XLR connector

The terminal equipment used is subject to continuous development and BT reserves the right to amend the audio specification without notice.

Specifications of the Customer's Content Signals

Customer's Content Signals must comply with the Bandwidth and Input Levels as indicated above.

Appendix B

List of Premises

The Customer's Studio: [Customer studio address details]

Transmitter Sites:

[The following may vary on a Customer-specific basis]

Primary Transmitter Sites:

Site Name Address

[XXX]	[XXX]
[XXX]	[XXX]

Secondary Transmitter Sites:

Site Name Address

[XXX]	[XXX]
[XXX]	[XXX]

Appendix C

Specification of Customer's Premises

[The following may vary, on a Customer-specific basis]

1. Equipment Racks

BT requires a shelf within the Customer's equipment rack at each Transmitter Site to accommodate a free standing NTU6A (and an ISDN NTE). There must be at least 1.66VU clearance above the shelf. A 1VU space is required below the shelf to accommodate the audio codec.

At the studio, BT will require sufficient space to install two racks with a 600mm by 600mm footprint, 1.8m high. Alternatively 25VU of space in the Customer's rack will be required.

2. Accommodation

Accommodation must comply with the following:-

Dry dust free and well ventilated environment.

An ambient temperature in the range 15° C to 25° C and humidity to be less than 80%.

Satisfactory enhanced lighting to be provided where no natural light is available.

Floor area to be level with at least 780mm space available to at the front and rear of the rack to allow access.

Adequate fire precautions to be in place to comply with The Health and Safety at Work Act (HASAWA) (1974).

3. Power requirements

It is the Customer's responsibility to install mains power cabling to the racks (240/250 Volts AC).

3.1 BT requires that a single main feed be provided within the rack installations

3.2 Two 13A 240Vac sockets within the equipment rack for secondary sites. Maximum load 5A.

3.3 Two 13A 240Vac sockets within the equipment rack for primary sites. Maximum load 5A.

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A suitable isolating device is to be fitted as required by the Electricity at Work Act. The power cable is to be run to the rack and left coiled at the rack for termination to the Equipment. Allow approximately 3 metres for this.

Earthing

The Customer shall provide a technical earth with resistance of less than 2 Ω . The earth feed is to be routed to the rack and left coiled at the rack for termination by the BT engineer. Allow approximately 3 metres for this.

4. Trunking

The Customer shall provide all necessary trunking and any holes required in external walls to allow access for cable lead-ins, or in internal walls for cable runs.

5. Timescales

All the above specifications must be provided by not less than **[Period]** prior to the Commencement Date.

6. Access

The Customer shall provide unrestricted access to the Customer's Premises for BT from not less than **[Period]** prior to the Commencement Date during the following periods ::-

Monday to Friday inclusive : from **[Time]** to **[Time]**

Saturday and Sunday : from **[Time]** to **[Time]**

Appendix D

Network Monitoring and Fault Reporting Procedure

BT shall provide network monitoring and emergency recovery capabilities for the Service as set out below.

Network Monitoring

Network monitoring facilities will be provided to coincide with delivery of the Service. Network Monitoring provides the framework within which the Service will be managed.

The service provides monitoring of equipment alarms at the Customer's Studio site and BT BS Audio Distribution Service Management site, 24 hours a day, 7 days a week. In addition the service includes the following:

- the monitoring of customer feeds into the network at studio (using signal detectors)
- the monitoring of feeds received at BT BS Audio Distribution Service Management site (using signal detectors and PPM/loudspeaker)
- the monitoring of return audio from the **[insert number]** Primary Transmitter Sites (using SD and PPM/LS)
- the monitoring of return audio from Secondary Transmitter Sites on a **[insert number]** out of **[insert number]** basis. The Customer will elect a group of **[insert number]** sites to be monitored at any given time. The Customer can elect to change the group of sites to be monitored, subject to consultation with BT. See the table below for a list of site groups.

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>	<u>Group 5</u>
[site name]	[site name]	[site name]	[site name]	[site name]
[site name]	[site name]	[site name]	[site name]	[site name]
[site name]	[site name]	[site name]	[site name]	[site name]
[site name]	[site name]	[site name]	[site name]	[site name]
[site name]	[site name]	[site name]	[site name]	[site name]

As per the Customer's current requirements, **[elected site group]** has been selected and will be monitored, until a request for the monitoring of another group has been received from the Customer.

Subject to consultation with the Customer, Signal detectors will be set to alarm when the Signal falls below a certain level. The standard level which is recommended for use is when signals fall below -20dB for 30 seconds.

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Remote configuration of the *[insert number]* five Primary Transmitter Sites is also available.

Emergency Recovery

The *[insert number]* primary Transmitter Sites can be fed over dedicated ISDN links provided as part of the Service from the BT BS Audio Distribution Service Management site (or from a Customer site in case of a failure at the BT BS Audio Distribution Service Management site). For security purposes these feeds will also require 6 digit sub-addresses. Calling Line Identity (CLI) is not enabled on the codecs.

The BT BS Audio Distribution Service Management site will receive (via dedicated ISDN) and decode (APT X100) an incoming feed for emergency recovery purposes. This will then be switched to all sites in the network on receipt of authorised verbal instruction from the Customer or his nominated agent.

In the event of total incoming feed failure BT will endeavour to contact the Customer (or their nominated agent) by telephone. If contact is not established between BT and the Customer (or their nominated agent) within 5 minutes, BT will playout material into the network using a Customer supplied pre-recorded CD (containing one single track) and a Customer supplied CD player. The Customer must ensure that this CD and CD player are compatible with the network (with respect to program level). BT will continue to play this CD until the Customer provides other instructions.

Fault Repair

BT shall provide a fault repair service which means BT's Total Care service, which offers fault repair work 24 hours per day, 7 days per week including Bank and Public Holidays. BT undertakes to respond within 4 hours of a fault.

Fault Reporting

The BT BS Audio Distribution Service Management site BT Service Management Centre (SMC) will manage the service. The BT BS Audio Distribution Service Management site SMC will monitor the Service 24 hours/day, 365 days/year and will provide a reporting service to the Customer for incidents on the Service. If a Total Failure occurs the Customer can contact BT at the BT BS Audio Distribution Service Management site SMC on the following numbers:-

The telephone number is: 0800 212 857 or international:
+ 44 207 432 5683

The facsimile number is: 0207 580 1815 or international: + 44 207 580 1815
The telephone number for the SMC is: 0800 212857

The facsimile number for the SMC is: 0(171) 261 4279

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or such other numbers as BT may notify to the Customer from time to time.

When the Customer does so, the Customer must provide BT with a contact name and telephone number for BT to report on progress BT is making to clear the fault. BT will tell the Customer when the fault is cleared.

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Appendix E

Contract Change Order Form

CHANGE ORDER NUMBER:

DATE:

The Contract datedReference Number.....
between British Telecommunications plc of 81, Newgate Street, London,
EC1A 7AJ
("BT") andof
..... (the "Customer")
for the supply of the Audio Broadcast Network Service is amended as
follows:-

1. Description

2. Amendment to Clause

3. Origin and Reason for Change Order

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4. Charges

i) The total change in the Charges for carrying out the amendment in accordance with the terms of this Contract Change Order is: :

ii) The Charges are amended to: :-

5. Commencement Date

The Commencement Date is amended to:-

6. Remarks

7. General

Except as amended herein or by any other formal Contract Change Orders duly signed by the Customer and BT, the terms of the Contract dated..... Reference Number..... will remain in full force and effect.

The terms of this Contract Change Order are agreed.

8. Previous Contract Change Orders

Number	Date
--------	------

BT's Conditions for Audio Broadcast Network Service

SIGNED BY a duly authorised person on _____)
behalf of British Telecommunications plc) _____

Name) _____

Position) _____

SIGNED BY a duly authorised person on _____)
behalf of [insert name of Customer] _____)

Name)

Position)

Appendix F

List of Circuits and Associated Charges

Connection Charge:

Contribution Element of the Service:	[£XXXX] + VAT
Emergency Recovery:	[£XXXX] + VAT
Distribution Element of the Service:	[£XXXX] + VAT

TOTAL CONNECTION CHARGE [£XXXX] + VAT

Annual Rental Charges:

Contribution Element of the Service:	[£XXXX] + VAT
Emergency Recovery:	[£XXXX] + VAT
Distribution Element of the Service:	
Primary Transmitter Sites	[£XXXX] + VAT
Secondary Transmitter Sites	[£XXXX] + VAT
Network Monitoring:	[£XXXX] + VAT

TOTAL ANNUAL RENTAL CHARGE [£XXXX] + VAT

ISDN Call Charges

The Customer will be responsible for all ISDN call charges except those calls which are used to restore service to a Primary Transmitter Site.

Annual Rental Charges for individual circuits to each of the [insert number] Transmitter Sites are outlined in the Table below.

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	<u>A End</u>	<u>B End</u>	<u>Distance</u> <u>(km).</u>	<u>Annual Rental</u>
<u>Distribution Feeds:</u>	<u>(Sites in bold and italics have ISDN backup)</u>			
<u>Primary Transmitter Sites:</u>				
	<u>Network Totals</u>		<u>[XXXX]</u>	<u>[EXXXX]</u>

Note: 'A End' and 'B End' refers to BT's internal code for the site location of the source and destination points of a circuit.

Appendix G

Customer Credit Scheme

A reduction in charges for circuits can be claimed (in the form of credits against the Customer's next invoice) if BT fail to deliver a service by the date BT may have agreed or if the service fails in the circumstances set out in the Scheme below.

Late Delivery

If BT fails to provide any part of the Service by the agreed date (the Contractual Delivery Date), the Customer will be entitled to claim a credit of the equivalent of one day's rental for that part of the Service, for every day after the Contractual Delivery Date that BT fail to provide that part of the Service.

Fault Repair

If any individual circuit in the Service experiences a Total Failure for a period of more than 5 continuous hours, the Customer will be entitled to claim a credit for that circuit against their next invoice as follows:

Total Failure of 5 hours or more in any 12 month period:	Operative Date	Annual Rental Credit
Failure Number 1	01.04.1996	2%
Failure Number 2	01.04.1996	3%
Failure Number 3	01.04.1996	5%
Failure Number 4	01.04.1996	15%
Failure Number 5	01.04.1996	25%
Failure Number 6	01.04.1996	50%

General Notes

A day's rental is represented by; $\text{Annual Rental}/365 \text{ days} = \text{the amount per day for the relevant service.}$

An hour's rental is represented by; $\text{Annual Rental}/365 \text{ days}/24 \text{ hours}$ for the relevant service. The maximum credit to which you will be entitled in any period of 12 months will not exceed the Annual Rental for that service.

The duration of a fault will be assessed as the elapsed time between acceptance by BT of the fault reported, and the advice by BT to the Customer or their representative that the fault is cleared.

The Customer Credit Scheme does not apply if the Customer cannot give BT access to install or repair the service when required, and that the scheme does not apply to the late delivery of services which BT has told the Customer will be provided by Special Means. In addition, the Late Delivery aspects of the Customer Credit Scheme will not apply if BT are unable to obtain a wayleave from a third party which BT need to install the service, or if the

BT's Conditions for Audio Broadcast Network Service

Customer does not comply with its responsibilities described in Clause 4 and Appendix C, and within any timescales set out in Appendix C, or in cases where Clause 18.1 applies.

Claims under the Customer Credit Scheme must be received by BT within three months of the incident against which the claim is being made following which they will cease to be valid.