



BT's Conditions for BT L-Band Relay Service

BRITISH TELECOMMUNICATIONS PLC

AND

[company name]

CONTRACT FOR BT L-BAND RELAY SERVICE

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BT's Conditions for BT L-Band Relay Service

THIS CONTRACT is made this [Day] day of [Month] [Year]

BETWEEN

BRITISH TELECOMMUNICATIONS plc (company number 1800000) whose registered office is at 81 Newgate Street, London EC1A 7AJ ("BT")

and

[Customer Name] (company number []) whose registered office is at [Customer Address] ("the Customer").

INTRODUCTION

- A. The Customer is in the business of transmitting television and audio services and requires facilities to enable the reception and onward transmission of the said services to various receive points in the UK; and
- B. BT and the Customer have agreed that the BT L-Band Relay service (as described in this contract) shall be provided on the terms and conditions of this contract ("the Contract").

IT IS AGREED AS FOLLOWS:

1 Interpretation

1.1 This Contract, including all Appendices, together with BT's Price List, forms the entire agreement between the parties relating to the provision of the Service and governs 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 Equipment" shall mean any BT equipment placed at Customer's Premises and used by BT to provide the Service.

"Group of Companies" means a subsidiary or holding company, or a subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985, as amended by the Companies Act 1989.

"BT's Price List" means BT's price list for telecommunications products and services available at www.serviceview.bt.com/list/homepage.htm.

"Charges" shall mean the connection and annual rental charges payable by the Customer under Clause 6 and as detailed in Appendix F.

"Commencement Date" shall mean the date set out in Clause 2.3

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“Customer Credit Scheme”	means the Customer Credit Scheme as described in Appendix G.
“Customer’s Premises”	the premises specified in Appendix B.
“Customer Signals”	means the electronic signals comprising video, audio, data services and teletext generated by (or on behalf of) the Customer as specified in Appendix A.
“Effective Date”	shall mean the effective date of this Contract as first above written.
“Fault Repair Service”	means BT’s Total Care Service, as described in Appendix D.
“Fault Report Point”	means the telephone number(s) set out in Appendix D, or such other number(s) as may be specified by BT from time to time for fault reporting for this Service.
“Indexation Date”	means the 1st April 2004.
“Input Interface”	means an interface (physical, electrical and data) at which the Customer or its agent makes available to BT the Customer Signals via satellite. BT will use TVRO facilities to receive the Customer Signals for transmission via the Service, 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 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.
“Loss of Service”	means failure of the Service to meet the Specification, as described in Appendix A.
“Minimum Period”	means 5 years from the Commencement Date.
“Output Interface”	means an interface (physical, electrical and data) at which BT delivers the Customer Signals to the Customer or its agent after transmission via the Service, having the characteristics described in Appendix A.
“RPI”	means the retail prices index (all items) as published from time to time by the Office for National Statistics;
“Service”	The reception of the Customer Signals at each of the Input Interfaces by means of receive satellite dish(es) and the onward terrestrial transmission to the Output

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Interfaces at each of the Customer's Premises, and as further specified in Appendix A.

"Specification" means the specifications of the Service and of the Customer Signals as described in Appendix A.

"Working Day" means 8 a.m. – 5 p.m. Monday to Friday inclusive, excluding United Kingdom bank holidays.

2 Provision of Service

- 2.1 BT will provide the Service to the Customer from the Commencement Date on the terms of this Contract.
- 2.2 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 but if BT fails to provide the Service from the Commencement Date the Customer shall not be obliged to pay the Charges until such time as BT provides the Service.
- 2.3 The parties acknowledge that the Service as described in Appendix A will be provided on a roll out basis as agreed between BT and the Customer. The programme of the network installation to deliver the Service is anticipated to be completed by [date] (the Commencement Date), subject to BT and the Customer gaining any required permissions.
- 2.4 No less than 60 Working Days prior to the Commencement Date the Customer shall provide BT with a list of Customer's Premises and details as outlined in Appendix B.
- 2.5 It is technically impracticable to provide Service free of faults and BT does not undertake to do so. In the event of a fault resulting in a Loss of Service, the Customer will be entitled to claim credits as per the Customer Credit Scheme described in Appendix G.
- 2.6 This Contract only applies to Service within BT's Licensed Area.
- 2.7 BT may:-
- 2.7.1 in an emergency proclaimed by Government, suspend Service temporarily or without notice cease to provide Service;
 - 2.7.2 on reasonable notice and at times to be agreed with the Customer, temporarily suspend Service for the repair, maintenance or improvement of any of its telecommunications systems and apparatus; and
 - 2.7.3 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;
- 2.8 Where BT decides, acting reasonably, that it is necessary or appropriate in order to meet the Customer's requirements for the Service, to use either wholly or in part, means that BT does not normally use or incur greater expense than BT normally incurs, (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

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conditions would apply and BT may advise the Customer of a revised Commencement Date for that element of the Service. The Customer then has the option to cancel the request for provision of that element of the Service by Special Means within 5 Working Days. In any conflict between any conditions determined under this Clause 2.8 and the other terms and conditions of this Contract, the special conditions will prevail. If Service is provided by Special Means under this Clause 2.8 any Commencement Date will be an estimate only and the provisions of the Customer Credit Scheme concerning late delivery will not apply.

- 2.9 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 15 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 and BT shall provide the Service, within 90 working days of the request, to the new premises subject to BT and the Customer gaining any required permissions. Subject to a signed Contract Change Order and payment of these charges BT shall make the necessary alterations to the Service as appropriate, and in accordance with Clause 17.

3 Period of Contract

- 3.1 This Contract shall come into force from the Effective Date.
- 3.2 BT shall provide the Service and the Customer shall pay the Charges subject to Clause 6.1 from the Commencement Date for the Minimum Period and thereafter unless either party shall give 90 (ninety) days' notice expiring at or after the end of the Minimum Period.

4 Responsibilities of the Customer

- 4.1 The Customer shall no later than 60 Working Days prior to the Commencement Date notify BT of the Customer's Premises where the Customer requires the Service. In the event that any Customer's Premises requiring Service is notified to BT after a date 60 Working Days prior to the Commencement Date, then BT will not be liable to deliver the Service to such Customer's Premises by the Commencement Date and the Service to those Customer's Premises will be delivered in accordance with the time frame set out in Clause 2.9.
- 4.2 The Customer shall be responsible for delivering the Customer Signals to the Input Interface in accordance with the Specification so that they do not cause any damage, loss or interference to any receiving satellite dish or any of BT's equipment. BT accepts no responsibility under this Contract for any failure of the Service occasioned by any events prior to the delivery of the Customer Signals to the Input Interface, or after BT has delivered the Customer Signals to the Output Interface. For the avoidance of doubt any such failure shall not relieve the Customer of its obligation to pay the Charges for the Service.
- 4.3 The Customer shall be responsible for:-
- 4.3.1 the preparation of the Customer's Premises and the provision of facilities in accordance with the specification as detailed in Appendix C including the provision of suitable accommodation, trunking, power supplies, and access for the BT Equipment; and

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- 4.3.2 obtaining and paying any charges or costs for all planning and landlord approvals, wayleaves and consents as may be necessary to install the BT Equipment and to connect and operate the Service at the Customer's Premises; and
- 4.3.3 the BT Equipment and for its proper use in accordance with BT's reasonable written instructions; if any part of such BT Equipment is lost, destroyed or damaged by the Customer, its employees, agents or its subcontractors (except for fair wear and tear) the Customer shall pay BT's charge for its replacement or repair. The Customer must not interfere with the BT Equipment nor permit anybody else (unless authorised by BT) to do so.

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 in Appendix A.
- 5.2 The Customer shall only use the Service 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 and shall be responsible for all content transmitted by way of the Customer Signals. BT accepts no liability for any licences required by the Customer for the Customer Signals that the Customer wishes to transmit over the Service.
- 5.3 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 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 The Customer agrees to indemnify BT against any claims or legal proceedings arising from the Customer's use or any third party's use of the Service (including reasonable legal fees and related costs) which are brought or threatened against BT by another person and, without prejudice to the foregoing, the Customer agrees to 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 provided that BT:
 - 5.4.1 promptly notifies the Customer of any claim or legal proceeding which gives rise to such claim and takes all reasonable steps to mitigate any losses, costs or expenses in relation to such claim or proceedings; and
 - 5.4.2 affords the Customer a reasonable opportunity to participate in any defence, compromise, settlement or other resolution or disposition of such claim or proceeding.

6 Charges and Terms of Payment

- 6.1 The Charges payable to BT by the Customer under this Contract are calculated in accordance with BT's Price List, and are as detailed in Appendix F. Subject to Clauses 6.2, 6.3 and 9.2, the Customer agrees to pay the connection charges and the annual rental charges for a minimum of 80 Customer's Premises for the Minimum

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Period and thereafter unless either party shall give 90 (ninety) days' notice expiring at or after the end of the Minimum Period.

- 6.2 The connection charge(s) as detailed in Appendix F shall be payable by the Customer on the Commencement Date, or in the event that Service is delayed by BT at any individual Customer's Premises, the date from which Service is actually provided at that Customer's Premises.
- 6.3 The annual rental charge indicated in Appendix F shall be due and payable on the Commencement Date or in the event that Service is delayed by BT at any individual Customer Premise, the date from which Service is actually provided at that Customer Premise, by quarterly instalments in advance.
- 6.4 All Charges payable under this Contract are exclusive of value added tax, which will be added where appropriate.
- 6.5 Without prejudice to BT's rights under Clause 9, if any amount payable by the Customer (as per Clause 6.2 and 6.3 above) is not received by BT within 30 days of the BT invoice, BT may charge interest on the amount outstanding or suspend or terminate the Service in accordance with the relevant provisions of this Contract. Such interest will be at the rate of four (4) per cent per annum above the base lending rate from time-to-time of HSBC Bank, compounded on a monthly basis and will accrue on a daily basis.
- 6.6 The annual rental charges shall be escalated on the Indexation Date and annually thereafter on subsequent anniversaries of the Indexation Date by the RPI 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 Price Index for each of the 12 months immediately preceding the Indexation Date over the Retail Price Index for each of the corresponding 12 months immediately proceeding those 12 months;

Provided that, in the event that the above formula results in a negative increase for any period, then the increase for that period shall be taken as zero.

- 6.7 In the event that the Retail Price Index is not available in time for BT to calculate a revised annual rental charge on the Indexation Date or anniversary of the Indexation Date, then BT shall invoice the Customer at the previous year's annual rental charge until the Retail Price Index is available, when an appropriate adjustment will be made to a following invoice.
- 6.8 Should the Retail Price Index cease or fail to be published or should any changes occur to the basis of said index, BT and the Customer shall agree a fair and reasonable adjustment to said index or, if appropriate, substitute a revised formula

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which in either event shall have substantially the same effects as those specified in this Clause.

7 Fault Reporting and Repair

- 7.1 BT shall provide network management and fault reporting for the Service as set out in Appendix D. If the Customer detects a fault in the Service, it may report such fault to BT at the appropriate number and in accordance with the fault reporting procedures as detailed in Appendix D. Subject to 7.3 below, BT will respond to a fault as soon as reasonably practicable after alarms appear on the network management status display as described in Appendix D which in any event shall be within the response times set out in Appendix D as though the fault had been reported by the Customer.
- 7.2 Without prejudice to the provisions of 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 fault in the Service reported by the Customer reveals no such fault, or the fault is found not to be BT's responsibility, or the fault is as a result of any Customer 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. The schedule of charges is set out in BT's Price List, Section 15 Part 8, Timescale Charges.
- 7.4 If failure of the Service is deemed to have occurred due to BT not meeting the Service Specifications in Appendix A, then the Customer will be entitled to credits in accordance with the Customer Credit Scheme, as attached at Appendix G.

8 Default

- 8.1 BT may at any time by written notice to the Customer, and without prejudice to any other right or remedy immediately suspend the Service, without prejudice to the liability of the Customer to pay the Charges for any period of suspension, if: -
- 8.1.1 the Customer fails to pay the Charges within 30 days of the BT invoice; or,
- 8.1.2 save in the context of a solvent reorganisation or reconstruction an order is made or resolution passed or a petition presented for an administrative order to be made in relation to the Customer or the Customer's directors make a proposal for a voluntary agreement (within the meaning of the Insolvency Act 1986) or the Customer makes or seeks to make any composition or arrangement with its creditors or is unable to pay its debts (within the meaning of Section 123(2) of the Insolvency Act 1986) or an encumbrancer takes possession of or a receiver or an administrative receiver is appointed over any of the Customer's assets; or
- 8.1.3 the Customer or any person permitted by the Customer to use the Service is in breach of Clause 5.2 or 5.3; or
- 8.1.4 the Customer is in breach of any of the other material provisions of this Contract.

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- 8.2 BT may at any time by 14 days prior written notice to the Customer, and without prejudice to any other right or remedy, terminate this Contract, if: -
- 8.2.1 the Customer fails to pay the Charges within 30 days of the BT invoice or,
 - 8.2.2 save in the context of a solvent reorganisation or reconstruction an order is made or resolution passed or a petition presented for an administrative order to be made in relation to the Customer or the Customer's directors make a proposal for a voluntary agreement (within the meaning of the Insolvency Act 1986) or the Customer makes or seeks to make any composition or arrangement with its creditors or is unable to pay its debts (within the meaning of Section 123(2) of the Insolvency Act 1986) or an encumbrancer takes possession of or a receiver or an administrative receiver is appointed over any of the Customer's assets; or
 - 8.2.3 the Customer or any person permitted by the Customer to use the Service is in breach of Clause 5.2 or 5.3 and fails to remedy the breach (if capable of being remedied) within 24 hours of notice in writing from BT requiring it to do so; or
 - 8.2.4 the Customer is in breach of any of the other material provisions of this Contract and fails to remedy the breach (if capable of being remedied) within 30 days of notice in writing from BT requiring it to do so.
- 8.3 The Customer may, without prejudice to any other right or remedy it may have, terminate this Contract by 14 days prior written notice if: -
- 8.3.1 an order is made or resolution passed or a petition presented for an administrative order to be made in relation to BT or BT's directors make a proposal for a voluntary agreement (within the meaning of the Insolvency Act 1986) or BT makes or seeks to make any composition or arrangement with its creditors or is unable to pay its debts (within the meaning of Section 123(2) of the Insolvency Act 1986) or an encumbrancer takes possession of or a receiver or an administrative receiver is appointed over any of BT's assets; and/or
 - 8.3.2 BT is in breach of any of the material provisions of this Contract and fails to remedy the breach (if capable of being remedied) within 30 days notice in writing from the Customer requiring it to do so.
- 8.4 Where this Contract is terminated by BT under Clause 8.2, the Customer shall pay in addition to other sums payable up to the date of termination, a sum equal to the Charges at the rate which would have been payable for the Service for a period from that date of termination for the remainder of the Minimum Period on the basis of the minimum number of sites that could be provided with the Service as set out in Clause 9.2, 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. In recognition of the balance of the Charges for the Minimum Period 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, London, on the date of termination. Such sum shall be paid by the Customer within 30 days of receipt of BT's invoice, and BT may charge daily interest on late payment in accordance with Clause 6.5.

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- 8.5 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 periods of such failure.
- 8.6 Any waiver by either party of a breach by the other 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 first party, and no delay on the part of a party to act upon a breach shall be deemed a waiver of that breach.

9 Termination

- 9.1 The Contract may only be terminated in accordance with Clauses 8.2 and 8.3. If the Customer terminates this Contract for any other reason, the Customer shall pay in addition to other sums payable up to the date of termination, a sum equal to the Charges at the rate which would have been payable for the Service for a period from that date of termination for the remainder of the Minimum Period on the basis of the minimum number of sites that could be provided with the Service as set out in Clause 9.2, 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 within 6 months of the termination. In recognition of the balance of the Charges for the Minimum Period 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, London, on the date of termination. Such sum shall be paid by the Customer within 30 days of receipt of BT's invoice, and BT may charge daily interest on late payment in accordance with Clause 6.5.
- 9.2 Following the first anniversary of the Service Commencement Date, the Customer may upon 90 days written notice reduce the minimum number of Customer's Premises to which BT provides Service under this Contract, as follows:
- 9.2.1 Cessations of service at individual Customer's Premises between the 1st and 2nd anniversary of the Commencement Date may occur subject to the minimum number of Customer's Premises where the Customer retains Service being 65;
- 9.2.2 Cessations following the 2nd anniversary of the Commencement Date and prior to the end of the Minimum Period may occur subject to the minimum number of Customer's Premises where the Customer retains Service being 50.

10 Permission to enter Property

- 10.1 The Customer shall, subject to the production upon request of evidence of identity and authority, permit or procure the right for persons engaged in BT's business, to enter the Customer's Premises at times agreed in advance with the Customer for the purpose of installing, provisioning, maintaining or inspecting the BT Equipment.
- 10.2 At all times BT personnel must conform to the Customer's Health and Safety procedures including preparation of risk assessment and method statements when required.
- 10.3 If the Customer fails to provide or arrange for access to the Customer's Premises for maintenance, or fails to keep arrangements made, and such access is necessary for maintenance of the BT Equipment or to clear a Loss of Service (and such

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maintenance or clearing of Loss of Service cannot be conducted by BT outside the Customer's Premises), then any period during which the Service does not meet the Specification shall not constitute Loss of Service but only to the extent that such period is caused or prolonged by such failure by the Customer.

11 Limitation of Liability

11.1 Neither party excludes or restricts liability for death or personal injury resulting from its own negligence.

11.2 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.

11.3 Under the Customer Credit Scheme, should BT fail to either:-

11.3.1 Provide Service by the Commencement Date; or

11.3.2 Restore Service within the times set out in the Customer Credit Scheme after a Loss of Service;

The Customer will be entitled to claim credits against the Charges as set out in the Customer Credit Scheme in Appendix G.

11.4 Subject to the Customer Credit Scheme, 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.

11.5 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.

11.6 Each provision of this Clause 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.

12 Assignment

12.1 Neither party may transfer any of their rights or obligations under this Contract, without the written consent of the other, except that a party may assign or transfer its rights to one of its Group of Companies without such written consent. No assignment of this Contract shall relieve the assigning party of its obligations under this Contract unless the other party expressly consents in writing to such assignment of obligations.

13 Confidentiality

13.1 Each Party hereto ("the first party") shall at all times keep confidential all information concerning the other party hereto or the other Party's business which the first party receives pursuant to or in connection with this Contract and shall not during the term of this Contract or within 2 (two) years thereafter use or disclose the same to any

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third party or cause, enable or permit or assist the same to be used or disclosed to any third party (except to the extent strictly necessary for the performance by the first party of its obligations under this Contract) without the prior written consent of the other Party, such consent not to be unreasonably withheld.

13.2 The restrictions in this Clause shall not apply to information or data which:

13.2.1 is in the public domain otherwise than by breach of this Contract; or

13.2.2 is independently developed, without reference to any information otherwise subject to the provisions of this Clause; or

13.2.3 was previously in the possession of the first party and which was not acquired directly from the other party; or

13.2.4 is lawfully obtained from a third party; or

13.2.5 the first party is obliged by law or court order or regulatory body to disclose.

13.3 Where disclosure of information or data to a third party (including but not limited to the employees, affiliates or agents of either party) is necessary for the performance by the first party of its obligations under this Contract, the first party shall prior to such disclosure, procure that such persons are bound by provisions of confidentiality.

14 Notices

14.1 Any notice to be served by either party on the other (including any invoice sent by BT to the Customer) shall be in writing and delivered by hand or sent by fax or prepaid post to the addressees at the following address:

To BT

Broadcast Services,
5th Floor, South Block, BT Tower, 60 Cleveland St, London, W1T 4JZ
for the attention of: Director, Terrestrial Services
Fax. No + 44 20 7432 5295
or any other address notified in writing by BT to the Customer.

To the Customer

[*Customer's address*]

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

[*name*]

with copies to: [*name*]

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

15 Force Majeure

15.1 BT shall not be liable in respect of any breach of this Contract caused by matters beyond its reasonable control including, but not by way of limitation, Acts of God, fire, lightning, explosion, war disorder, flood, industrial disputes (whether or not involving BT's employees), weather or exceptional severity or acts of local or central

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Government or other authorities the act or omission of any person or entity for whom BT is not responsible.

- 15.2 If any circumstances of force majeure as detailed above arise which prevent or delay BT from carrying out its obligations under this Contract, it shall notify the Customer as soon as reasonably practicable and shall meet with the Customer to discuss possible plans for minimising such delay.
- 15.3 Where an event of force majeure continues for a period of 30 Working Days either Party shall be entitled to terminate this Contract immediately by notice in writing to the other Party, or at its election the Customer may suspend payment of the Charges in respect of the Service directly affected until such time as the affected Service are resumed.

16 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 £5000.00, either party may refer it to arbitration by the Chartered Institute of Arbitrators under procedures agreed between BT and the Institute, details of which appear in BT's Code of Practice for Consumers.

17. Variation of Contract

- 17.1 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.
- 17.2 No amendment to 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.

18 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.

19 Contracts (Rights of Third Parties) Act 1999

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

20 Health and Safety Document and Procedures

- 20.1 Before BT commences any installation work under this agreement it will provide the Customer with a copy of relevant health and safety documents and procedures for approval by the Customer, and affirm that it will comply with its terms at all times. BT will also specify the particular Act that its health and safety policy addresses. The Customer reserves the right to monitor the performance of BT personnel against its health and safety procedure.
- 20.2 If BT fails to comply with Clause 20.1 then the installation work will be suspended immediately at no cost to the Customer until such time as BT has complied with the

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provisions of Clause 20.1. If BT fails to provide a circuit or circuits by the Commencement Date because of its failure to comply with Clause 20.1 then the provisions in relation to late delivery of Service under the Customer Credit Scheme shall apply.

AS WITNESS to these agreements the duly authorised representatives of the parties have signed this Contract on the day and year stated on page 2 above.

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

.....
Signature

.....
Name and Title

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

.....
Signature

.....
Name and Title

APPENDIX A Specifications of the Service and the Customer Signals

1. The Service

1.1. The Service comprises a number of individual circuits delivering the Customer Signals to the Output Interfaces at specific Customer's Premises. Each individual circuit shall comprise:

1.1.1. The Customer Signals (up to 27.5 Msymb/s Digital Video Broadcast (DVB) multiplex signal from a satellite as specified in Appendix A, Section 4) will be down-linked by means of a 1.2m BT TVRO (the Input Interface) at the relevant BT exchange. The Customer Signals shall conform to the standards as described later in Appendix A Section 3. Down conversion of the received multiplex signals to L-Band frequencies.

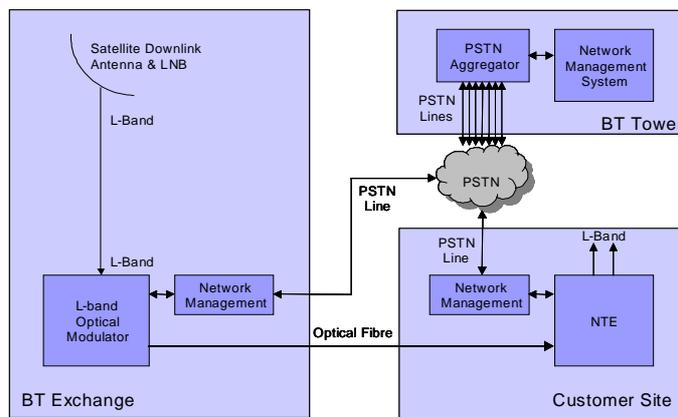
1.1.2. A Swedish Microwave High Stability Digital LNB having a local oscillator frequency of 10.75 GHz will be used ensuring compatibility between the satellite receivers connected at the cable-fed Customer's Premises and those at other directly fed Customer's Premises.

1.1.3. The L-Band will be split, if appropriate, so that more than one Customer Premise may be fed from one BT exchange.

1.1.4. Optical modulation of the multiplex signals and transmission of the signals terrestrially to the Customer's Premises.

1.1.5. Optical demodulation, and presentation of the multiplex signals at L-Band at the Output Interface of the BT Equipment as defined in Appendix A, Section 3.

1.1.6. Monitoring of the Service for performance and faults, as defined in Appendix A, Section 5.



BT L-Band Remote System Diagram

BT's Conditions for BT L-Band Relay Service

- 1.2. The Service will be provided to the Customer at geographically dispersed Customer's Premises in England, Wales and Scotland within BT's Licensed Area.
- 1.3. The Service is subject to site survey and only available within a 10 km radial distance of suitable BT exchanges.
- 1.4. BT warrants that equipment supplied or used for testing purposes complies with all EU legislation relevant to electrical and electronic equipment.

Availability

- 2.1. The overall target availability for the Service shall be 99.9% , measured over a rolling 12 month period
- 2.2. Degradation of Service is deemed to have occurred when the Bit Error Rate (BER) is greater than 1 in 10^3 when monitored by means of an L-Band Satellite Receiver connected to the Output Interface.

3. Specifications of Customer Signals

- 3.1. The Customer is responsible for ensuring that the Customer Signals presented to the Input Interface are appropriate and as specified below.
- 3.2. The Customer is responsible for ensuring that the Customer Signals presented are continuous and are error free. Any absence of Customer Signals or failure to provide continuous and error free Customer Signals, will not entitle the Customer to credits under the Customer Credit Scheme.
- 3.3. Input Interface Characteristics
 - 3.3.1. The Customer Signals should be compliant to ETSI standard EN 300 421.
- 3.4. Output Interface Characteristics
 - 3.4.1. Dual, identical signals will be presented to the Customer at the Output Interface at each Customer Premise.
 - 3.4.2. The DVB multiplex will be presented as an electrical signal in the L-Band range (950-2150Mhz). Levels will be between -55 and -30dBm.
 - 3.4.3. The L-Band signals will be presented on 75Ω F-Type female connectors.

4. Satellite Parameters

- Space Segment Operator:** []
Satellite: []
Orbital Location: []
Transponder: []
Downlink Space Segment Polarisation: []
Downlink Space Segment Frequency: []
DVB Multiplex Bandwidth: []
DVB Multiplex FEC: []

BT's Conditions for BT L-Band Relay Service

5. Service Monitoring

- 5.1 The Service will include the provision of monitoring and diagnostic equipment which will include the provision of BT PSTN exchange lines.

N.B. The BT PSTN lines provided at the Customer's Premises for the monitoring of the BT L-Band Relay service are not available for any other use than as BT intends. Any costs incurred due to any unauthorised usage by whosoever will be deemed to be at the Customer's liability.

- 5.2 The Service will be remote-monitored at the BT exchanges for:

5.2.1 L-Band signal strength, signal to noise ratio and Bit Error Rate.

5.2.2 Failure of power supplies, optical modulator, and Low Noise Block (LNB) power supply.

- 5.3 The Service will be remote-monitored at the Customer's Premises for:

5.3.1 L-Band signal strength, signal to noise ratio and Bit Error Rate

5.3.2 Failure of power supplies and optical demodulator

5.3.3 Optical link low-light

- 5.4 The Service will be managed in accordance with the Network Management and Fault Reporting procedure as described in Appendix D.

6. Loss of Service

The Service is designed with a target overall availability as defined above. However, as the Service is made up of individually numbered circuits transporting the Service to each specific Customer Premise (see paragraph 1 above), in order for abatements to be made under the Customer Credit Scheme, a Loss of Service will be deemed to have occurred at a specific Customer Premise if there is a complete absence or degradation of the Customer Signals below the limits set out above in Appendix A, at the Output Interface on any individual circuit.

BT's Conditions for BT L-Band Relay Service

APPENDIX B List of Customer's Premises

	Customer's Premises	Circuit Reference	Contact Telephone
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			
<u>5</u>			
<u>6</u>			
<u>7</u>			
<u>8</u>			
<u>9</u>			
<u>13</u>			
<u>14</u>			
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<u>33</u>			
<u>34</u>			
<u>35</u>			

APPENDIX C

Specification of Customer's Premises

1. Equipment Space

- 1.1 BT will require accommodation (including space, power, security, environmental control and adequate fire precautions) at the Customer's Premises to install the appropriate BT Equipment including the Network Termination Equipment (NTE). The NTE is a single box, designed to be wall-mounted, but may be accommodated on a flat shelf in a 19in cabinet if preferred. Shelving or cabinets should be provided by the Customer. The NTE has dimensions [400W x 280H x 100D mm].
- 1.2 In addition, wall space will be required for a Network Management Unit (NMU) and a Fibre Termination Box (FTB). These must be located within 1m of the NTE, and have dimensions of [120W x 240H x 75D mm] for the NMU and [182W x 138H x 33D mm] for the FTB. If a 19in cabinet location is specified, then BT will install a fibre tray instead of an FTB. This is a 19in standard rack mount unit 2 U high and 300mm deep with a mass of 2 kg.
- 1.3 Finally, wall space will be required for a BT Telephone line box. This has dimensions [84W x 84H x 36Dmm], and must be located no more than 2m from the NTE.

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.
- Where applicable, wall area to be flat with at least 780mm space available to the front to allow access.
- Adequate fire precautions to be in place to comply with HASAWA (1974).

3. Power requirements

It is the Customer's responsibility to provide a source of mains power for the NTE. One 13A 230VAC socket, compliant to BS1363, is required no further than 2m from the NTE location.

4. Trunking

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

5. Interface

The Input and Output Interfaces are as described in Appendix A.

6. Timescales

All the above specifications must be provided by not less than 60 Working Days prior to the Commencement Date.

7. Access

The Customer shall arrange or procure access to such Customer's Premises at such mutually convenient times to be agreed in advance between the Customer and BT from not less than 4 weeks prior to the Commencement Date. Such appointments to be kept by BT during the following periods:-

BT's Conditions for BT L-Band Relay Service

Monday to Friday inclusive: from ***[Time]*** to ***[Time]***
Saturday and Sunday: from ***[Time]*** to ***[Time]***

APPENDIX D

Service Management, Network Management and Fault Repair Service

1. Service Management Facility

- 1.1 BT will manage the Service on a 24 hour, 365 days a year basis.
- 1.2 BT will monitor network technical performance information and any network failures will be reported to the status display. Statistics will be available at the status display which will provide a continuous overview of the network and the status of the signals. If a Loss of Service occurs, alarms will appear on the status display. The status display will also provide facilities to ascertain the reason for the alarms and to store the cumulative network statistics for a rolling 12-month period. In the event of a Loss of Service occurring, the Customer will be entitled to claim credits in accordance with the Customer Credit Scheme as detailed in Appendix G.

2. Network Management

- 2.1 Network management facilities will be provided to coincide with delivery of the Service. Network management provides the framework within which the Service will be managed.
- 2.2 Network technical performance information will be available at the BT Tower Customer Service Centre (TCSC). Any network failures will be reported to the status display and statistics will be maintained and be available at the status display. This status display will provide a continuous overview of the Service and the status of the signals. If a Loss of Service occurs, alarms will appear on the status display. The displays will also provide facilities to ascertain the reason for the alarm(s) and fault repair processes will be initiated by TCSC staff as required. Cumulative service statistics will be maintained for a rolling 12 month period.
- 2.3 BT will be responsible for liaising with the Customer and any third party equipment suppliers regarding any equipment performance, and to discuss any upgrades which may from time to time be required.

3. Fault Report Point and Fault Repair Service

- 3.1 Although the Service will be managed by BT in accordance with the Service Management Facility, the Customer may report a suspected fault or Loss of Service by telephoning the Fault Report Point on the following number: 0800 212857, or such other Fault Report Point number as BT may notify the Customer from time to time. When reporting a fault, the Customer will provide BT with any circuit reference number(s), contact name(s) etc. to aid BT in locating information regarding the problem. BT will respond to a reported fault by:-
 - 3.1.1 where possible carrying out diagnostic checks remotely from / at BT premises;
 - 3.1.2 visiting a Customer's Premises where para. 3.1.1 does not allow diagnosis or clearance of the fault and where it is considered necessary.

BT's Conditions for BT L-Band Relay Service

- 3.2 The Service will be covered by 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 report.
- 3.3 From the Commencement Date, faults may be reported by the Customer on a 24 hour, 365 day per annum basis. BT will use all reasonable efforts to respond with actions described in para. 3.1.1 above within 1 hour of the fault occurrence, and with actions described in 3.1.2 above within 4 hours of the fault occurrence.
- 3.4 If in the opinion of the Customer, the nature of the circumstances associated with the occurrence of a fault warrants escalation, this may be done by contacting the TCSC on 0800 212857. The problem should initially be escalated to the Customer Support Manager and beyond that to the TCSC Manager. When escalating a problem the Customer will provide BT with any fault reference number(s), contact name(s) etc. to aid BT in locating information regarding the problem.

4 Repair or replacement of faulty parts

- 4.1 If the Service becomes faulty due to faulty manufacture or materials, BT will replace (with a new or repaired part, at BT's discretion) or, at its discretion repair the faulty part, in each case free of charge provided that:-
- 4.1.1 The BT Equipment has been properly kept, used and installed in strict accordance with the manufacturer's instructions and has not been repaired or altered other than as permitted by BT;
- 4.1.2 The fault is not due to accidental, negligent or wilful damage or unusual physical or electrical stress or interference with the BT Equipment.

5 Access

The Customer shall provide access to the Customer's Premises for BT as per Clause 10 of this Contract.

6 Customer Contact Point

[Customer Contact name]
[Customer Contact Telephone Number]

BT's Conditions for BT L-Band Relay Service

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 BT L-Band Relay Service is amended as follows:-

1. Description

2. Amendment to Clause

3. Origin and Reason for Change Order

4. Charges

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

ii) The Charges are amended to:-

5. Commencement Date

The Commencement Date is amended to:-

BT's Conditions for BT L-Band Relay Service

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

SIGNED BY a duly authorised person on)

behalf of British Telecommunications plc)

Name)

Position)

SIGNED BY a duly authorised person on)

behalf of the Customer)

Name)

Position)

BT's Conditions for BT L-Band Relay Service

APPENDIX F

Circuits and Associated Charges

Service Charges

Number of Customer's Premises (CP)	Connection charge (per CP)	Annual rental (per CP)
Minimum 80 CP – per CP**		
For 81-100 CP – per additional CP		
For 101+ CP – per additional CP		
Replacement charge *		

* The replacement charge only applies where the Service is ceased at one Customer's Premises address and re-provided at an alternative address, which is to be served by a BT exchange already used within this network.

** The Customer may reduce the minimum number of Customer's Premises in accordance with Clause 9.2

Circuit Reference	Connection Charge(s)	Annual Rental Charge(s)
TOTALS		

APPENDIX G

Customer Credit Scheme

A reduction in the Charges for the Service can be claimed, in the form of credits against the Customer's next bill, if BT fails to deliver a circuit by the Commencement Date or if a circuit suffers a Loss of Service in the circumstances set out below.

Late Delivery

If BT fails to provide a circuit by the Commencement Date the Customer will be entitled to claim a credit of the equivalent of one day's rental for that circuit for every day after the Commencement Date that BT fails to provide that circuit

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

The Customer Credit Scheme does not apply to the late delivery of Service in the following circumstances:-

- (a) if the Customer does not comply with its responsibilities described in Clauses 4, 10 and Appendix C within any timescales set out in Appendix C; or
- (b) if BT is unable to obtain a wayleave from a 3rd party which is needed to install the Service; or
- (c) in cases where Clause 15 applies; or
- (d) where BT has advised the Customer that the Service will be provided by Special Means.

Fault Repair

For the purposes of claiming credits under the Customer Credit Scheme, the duration of the Loss of Service will be the period from when the BT network management status display records an incident or Customer reports the fault to the Fault Report Point until BT informs him that the fault is cleared.

If BT fails to clear a Loss of Service on a circuit within a period of 8 hours or longer, the Customer will be entitled to claim a credit (a day's rental is calculated using the formula under **Late Delivery** above) against his next bill as follows:

Period of Loss of Service:	Credit due:
More than 8 hours but less than or equal to 24 hours	2 days' rental
More than 24 hours but less than or equal to 48 hours	7 days' rental
More than 48 hours	14 days' rental

The Customer Credit Scheme does not apply for Loss of Service in the following circumstances:-

- (a) if the Customer fails to comply, or to continue to comply, with its responsibilities as described in Clauses 4, 10 and Appendices A and C; or
- (b) if the Loss of Service is due to a failure or fault not attributable to the Service, including but not limited to faults attributable to Customer equipment, or other networks or services connected to the Service, or other circumstances under the Customer's control; or
- (c) in cases where Clause 15 applies; or
- (d) where BT is entitled to suspend Service under Clauses 2.7.1, 2.7.2, (subject to any applicable provisions of Appendix A) or 8.

BT's Conditions for BT L-Band Relay Service

General Notes

The maximum credit to which a Customer will be entitled in any period of 12 months will not exceed the annual rental for that circuit.

Claims under the Customer Credit Scheme must be received by BT within 3 months of the incident against which the claim is being made failing which they will cease to be valid.