



BT's Conditions for Digital Video Broadcast (DVB) ASI Service

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BT's Conditions for Digital Video Broadcast (DVB) ASI Service

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.
- 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 <http://www.serviceview.bt.com/list/homepage.htm> as may be amended from time to time;
- "Charges"** the charges payable by the Customer to BT under this Contract;
- "Circuits"** the circuits as set out in Appendix F;
- "Commencement Date"** the date from when Service is to be provided to the Customer;
- "Connecting Point"** 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;
- "Customer"** the customer with whom BT makes this Contract and by whom the Charges are payable, and anyone reasonably appearing to BT to be acting with the Customer's authority or permission;
- "Customer Credit Scheme"** the customer credit scheme as described in Appendix G.
- "Customer's Content Signals"** video, audio and data signals of the Customer, or of any third party the Customer allows to use the Service, having the technical characteristics and specifications described in Appendix A.
- "Customer's Equipment"** equipment of the Customer (whether provided by BT or not) that the Customer uses with the Service.
- "Customer's Premises"** the premises included in 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" the date of this Contract.

"Equipment" any BT equipment placed on Customer's Premises and used by BT to provide the Service.

"Indexation Date" 1st April 2003.

"Input Interface" an interface (physical, electrical and data) at which the Customer or its agent delivers the Customer's Content Signals to BT for transmission via the Service, as described in Appendix A.

"Licence" 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" the United Kingdom excluding the Hull area.

"Loss of Service" failure of the Service to meet the Specification as described in Appendix A.

"Minimum Period" the minimum period of Service, which is [] years from the Commencement Date.

"Output Interface" an interface (physical, electrical and data) at which BT delivers the Customer's Content Signals to the Customer or its agent after transmission via the Service, as described in Appendix A.

"Service" the telecommunications service described in Appendix A.

"Specification" the specifications described in Appendix A.

"Termination Date" the date that termination is effective.

"Working Day" 8am to 5pm Monday to Friday inclusive excluding all United Kingdom bank and public holidays.

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2. PROVISION OF SERVICE

2.1 BT will provide the Service to the Customer 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. If BT does not provide Service by such date, the Customer will be entitled to claim credits against the Charges in accordance with the Customer Credit Scheme.

2.3 This Contract only applies to provision of the Service within BT's Licensed Area.

2.4 BT may:

2.4.1. in an emergency proclaimed by Government, suspend Service temporarily or without notice cease to provide Service;

2.4.2. temporarily suspend Service for the repair, maintenance or improvement of any of its telecommunications systems and apparatus; and

2.4.3. 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 2.4.1 or 2.4.2 above, BT will give the Customer as much notice as it reasonably can and BT will restore Service as soon as it reasonably can.

2.5 Where BT decides it is necessary or appropriate in order to meet the Customer's requirements for the Service, to use, either wholly or in part, means BT does not normally use or incur greater expense than BT normally incurs, 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 5 Working Days. In any conflict between any conditions determined under this Clause 2.5 and the other terms and conditions of this Contract, the special conditions will prevail. If Service is provided by special means under this Clause 2.5, any Commencement Date will be an estimate only

and the provisions of the Customer Credit Scheme concerning late delivery will not apply.

2.6 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 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.

3. PERIOD OF CONTRACT

3.1 This Contract shall come into force 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.

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 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 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

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- and tear) the 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 Specification. Unless otherwise stated in Appendix A, BT will not be responsible for any Loss of Service 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.
- 5. USE OF THE SERVICE**
- 5.1 The Customer shall be entitled to use the Service only in accordance with the Specification as described in Appendix A.
- 5.2 The Customer shall only use the Service to transmit 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.
- 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.
- 6. CHARGES AND TERMS OF PAYMENT**
- 6.1 The Charges calculated in accordance with the BT Price List, are set out in Appendix F. The Customer shall pay the Charges from the Commencement Date without set off or counter claim.
- 6.2 Those Charges which are recurring shall be annually adjusted on each anniversary of the Indexation Date in accordance with the following formula:
- $$C1 = C0(1 + ((X-1) / 100))$$
- 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.
- Provided that, in the event that the above formula results in a negative increase for any period, then 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 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, BT and the Customer shall agree a fair and reasonable adjustment or, if appropriate, substitute a revised formula.
- 6.5 All Charges detailed herein are exclusive of UK value added tax, which will be added to the Charges at the time of invoicing.
- 6.6 The connection charge shall normally be payable on the Commencement Date. BT reserves the right to do a credit check and 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.
- 6.7 Where the Commencement Date does not fall on a quarterly instalment date BT will apportion the first annual rental Charge 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 the Due Date, 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 HSBC Bank plc.

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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.

7. FAULT REPORTING AND REPAIR

7.1 BT shall provide network management and fault reporting 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 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 management status display as described in Appendix D, 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 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 Loss of Service occurs, the Customer will be entitled to claim credits against BT's Charges in accordance with the 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 5 Working 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 (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:

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- 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 (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 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 the Charges at the rate which would 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. 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 plc, London, on the Termination Date. Such sum shall be paid by the Customer within 30 days of the issue 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 Loss of Service (and such maintenance or clearing of Loss of Service cannot be conducted by BT outside the Customer's Premises), 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.
- 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 Loss of Service.
- 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

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- 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.
- 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 BT will promptly notify the Customer in writing of any claim to which the indemnity in this Clause 14 relates and will:
- 14.2.1. make no admission without the Customer's consent;
- 14.2.2. 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
- 14.2.3. give to the Customer at the cost and expense of the Customer reasonable assistance in connection with such proceedings.
- 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
- Fax Number: 020 7432 5295
- For the attention of: Head of Sales,
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;

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- 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.

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 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 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.

19. VARIATION OF CONTRACT

- 19.1 No variation or 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.

- 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 of a breach by the other party 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, and no delay on the part of either party 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 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.

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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.

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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

[Customer-specific]

Input Interface Characteristics

DVB compliant transport streams in ASI format. Non-interleaved, byte stuffed ASI streams optimised for maximum linearity conforming to DVB - A010 Rev 1.0. [1];

Customer's Content Signals are 204 byte transport stream packets with RS encoding (188 byte user data).

Termination / Source Impedance is 75 unbalanced;

The Input Signal should be continuous and error free.

Output Interface Characteristics

BT will deliver to the Customer DVB compliant transport streams.

The streams will be in ASI format byte stuffed and optimised for maximum linearity.

Specifications of Customer's Content Signals

The Customer will provide in respect of each transport stream, two outputs of Customer's Content Signals to be carried over the Service from the Customer's premises. Each output of Customer's Content Signals will be identical and continuous under normal conditions, and will have a nominal bitrate not exceeding that detailed in Appendix F, inclusive of Reed Solomon error correction. Customer's Content Signals must comply with the Input Interface characteristics described above.

Loss of Service

Loss of Service shall be considered to have happened when both feeds of Customer's Content Signals to the Output Interface are simultaneously unavailable. The Loss of Service will be credited for the purposes of the Enhanced Customer Credit Scheme in complete seconds until one of the feeds becomes available.

A feed to the Output Interface will be deemed to be unavailable whenever one of the following conditions is satisfied (these conditions being based on ETSI Technical Recommendation ETR 290 (May 1997), Title: Digital Video Broadcasting (DVB) Measurement

Guidelines for DVB Systems, Ref: DTR / JTC - 00DVB - 22):

- (a) a loss of 4 (four) or more consecutive Transport Stream Sync Bytes; or
- (b) 4 (four) or more consecutive Severely Errored Seconds (SES) where a SES is a second in which greater than or equal to 0.1% of Transport Stream Packets are unrepairable;

PROVIDED THAT where more than one of the above events occur simultaneously or overlap, only one of such events, in the order of precedence listed above, shall give rise to customer credits in accordance with the Enhanced Customer Credit Scheme.

Feeds will be deemed available (after they have previously been unavailable) when the following conditions apply. Each clear condition is associated with the fault condition above:

- (a) 4 (four) consecutive Transport Stream Sync Bytes; or
- (b) 1 (one) second that is not Severely Errored.

The Service specification above assumes that BT separacy requirements are met by the Customer at the Customer's premises, to include diverse internal routes throughout the premises to the equipment room, and two separate equipment shelves being made available within the equipment rack being made available, and that the Customer supplies continuous power and continuous Customer's Content Signals meeting the specifications set out below to the Equipment.

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APPENDIX B

LIST OF PREMISES

List of Customer's Premises

[Customer-specific]

List of BT's Premises

[Customer-specific]

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APPENDIX C

SPECIFICATION OF CUSTOMER'S PREMISES

The following specification of Customer's Premises relates to the provision of one DVB ASI Service (1+1 resilient) and is applicable to all the Customer's Premises listed and all Circuits listed Appendix F in Appendix B.

1. EQUIPMENT RACKS

BT will require space within two racks at the Customer's Premises, occupying a floor area of 600mm width by 700mm depth. The rack will be approximately 2.2m in height.

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 cabinet. One 240V AC mains supply from a protected source is required at the equipment rack (to be fused at 10A).

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 3m for this.

Earthing

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

The BT-Customer interface is to be 75 female BNC connectors situated on the BT Network Terminating Equipment.

6. TIMESCALES

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

7. 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 MANAGEMENT AND FAULT REPORTING PROCEDURE

Network Management

[The following may include Customer-specific references to the Functional Design Specification, if applicable.]

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.

Network technical performance information will be available at the BT Service Management Centre (SMC). 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 the SMC staff as required. Cumulative Service statistics will be maintained for a rolling 12 month period.

Fault Reporting

The SMC will manage the service. The 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 Loss of Service occurs the Customer can contact BT at the SMC on the following numbers:

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

The facsimile number is: 020 7580 1815 or international: + 44 207 580 1815

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

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APPENDIX E

CONTRACT CHANGE ORDER FORM

CHANGE ORDER NUMBER: _____

DATE: _____

The Contract dated Reference Number between British Telecommunications plc of 81, Newgate Street, London, EC1A 7AJ ("BT") and of (the "Customer")
for the supply of DVB ASI 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 Contract Change Order is:

 - ii) The Charges are amended to:
-

BT's Conditions for Digital Video Broadcast (DVB) ASI Service

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

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

1. List of Circuits and Associated Charges

[Customer-specific]

2. Configuration of transport streams

List of transport streams per Circuit (maximum bit rate inclusive of RS)

[Customer-specific]

BT's Conditions for Digital Video Broadcast (DVB) ASI Service

APPENDIX G

CUSTOMER CREDIT SCHEME

[Note: The Enhanced Customer Credit Scheme only applies to DVB ASI Services which have been provided with additional resilience (1 + 1 circuits) and which are fully managed on an end to end basis.]

The Customer is entitled to claim a reduction in BT's charges (in the form of a credit against the Customer's next invoice or, if none, BT shall pay the amount of the reduction to the Customer within 45 days of the end of the month in which the Loss of Service occurred) if BT fails to deliver Service by the Commencement Date or if a Loss of Service occurs in the circumstances set out below.

Late Delivery

If BT fails to provide Service by the Commencement Date the Customer will be entitled to claim a credit against the next invoice of the equivalent of one day's Annual Rental for the Service for every day after the Commencement Date that BT fails to provide Service.

The Enhanced 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 Clause 4 and Appendix C within any timescales set out in Appendix C;
- (b) if BT is unable to obtain wayleave from a third party which is needed to install the Service;
- (c) in cases where Clause 18 applies;
- (d) where BT has advised the Customer that the Service will be provided by Special Means.

Loss of Service

If BT fails to clear a Loss of Service for more than 1 hour, the Customer will be entitled to claim a credit for that Loss of Service against the next invoice as follows:

Period of failure:	Credit Due:
More than 1 hour but less than or equal to 2 hours	7 days' Annual Rental
More than 2 hours but less than or equal to 3 hours	14 days' Annual Rental
More than 3 hours but less than or equal to 4 hours	21 days' Annual Rental
More than 4 hours	28 days' Annual Rental

The Enhanced Customer Credit Scheme does not apply to 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's 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 2.4.1, 2.4.2 or Clause 8.1.

General

For the purposes of the Enhanced Customer Credit Scheme:

- (a) a day's Annual Rental = Annual Rental for DVB ASI Circuit / 365;
- (b) the maximum total credit entitlement under the Enhanced Customer Credit Scheme in any period of 12 months for Late Delivery and Loss of Service will not exceed the Annual Rental for the Circuit;
- (c) claims under the Enhanced 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.