

1. Definitions

"Charges" means charges to be paid by you calculated according to the prices and rates set out in our Price Lists or otherwise notified to you;

"Customer Provided Apparatus" means any apparatus provided and used by you in order to use the Services;

"Authorisation" means Wrights Radio Relay's entitlement under the Communications Act 2003 to provide the Wrights Radio Relay Network;

"Wrights Radio Relay Network" means the electronic communications network run by us or any associated company (as principal or agent) from time to time under the terms of the Authorisation;

"Price Lists" means the material published by us from time to time which includes the prices and rates for the Services and Equipment we offer including the usage rates for the Services;

"PCO" means a public communications provider as set out in section 151 of the Communications Act 2003;

"PCO's Network" means the electronic communications network run by any PCO other than the Wrights Radio Relay Network;

"Service" the Television Service provided to you under this Agreement whether directly from the Wrights Radio Relay Network or indirectly by means of a PCO's Network linked to the Wrights Radio Relay Network;

"Television Service" means the television programming services, and/or audio services provided to you under this Agreement;

"us" or **"we"** means the company named in our agreement with you;

"you" means the customer(s) we make this agreement with and includes a person who we reasonably believe is acting with your authority or knowledge.

2. Provision of Services

2.1 We shall provide and you shall use the Service subject to the terms of this Agreement. We will provide the Service to you from the date we activate them and will continue to do so unless provision of the Services is suspended or this Agreement is terminated as set out below.

2.2 The terms of this Agreement will apply jointly and severally to all those agreeing to take Services under this Agreement, and the word "you" shall be understood accordingly.

3. Duration

3.1 Our Services are subject to a minimum Initial Term starting on the date we activate the Services. You can only terminate this Agreement during the Initial Term if conditions 19.4 or 20.1 apply, otherwise we may charge you a cancellation charge which will be the charges which would have been payable to the end of the Initial Term.

3.2 After the minimum period, either you or we may terminate this Agreement and/or any of the Services covered by this Agreement on one month's written notice.

4. Use of Services and Equipment

4.1 You must use the Services and/or the Equipment according to any reasonable instructions which we give you in writing from time to time. Any other use is prohibited. You will be responsible for any, claims, losses, damages or costs incurred by us arising out of or in any way connected with your use or misuse of the Services and/or the Equipment except where the loss or damage is caused by us or our employees, a manufacturing or design fault or fair wear and tear.

5. Access and Installation

5.1 Our obligation to provide the Services and Equipment depends on you obtaining the necessary wayleaves, consents, or other permissions to enable Us to provide you with the Services. You are responsible for obtaining such wayleaves, consents or other permissions before installation. We shall be under no liability whatsoever to you if they cannot be obtained.

5.2 Our obligation to provide the Services and Equipment is also subject to survey. Before installing the Services at your premises, we may carry out a survey of your premises. If the survey shows that the Services cannot be installed at your premises or that a non-standard installation is required to enable us to provide the Services, we may cancel any agreed installation appointment and terminate this Agreement. We will do our best to notify you of this as soon possible after the survey. We shall be under no liability whatsoever to you for any failure to provide the Services in these circumstances, however we will refund to you any sums you have already paid to us for installation and/or the Services.

5.3 Unless Conditions 5.1 or 5.2 apply, we will use all reasonable efforts to meet any date which we agree with you for installation and/or activation of the Services and/or Equipment.

6. Charges and Payment

6.1 You must pay all the Charges for the provision of Services and/or Equipment, for which we bill you (whether you use the Services or someone else does), together with any Value Added Tax and any other taxes (at applicable rates from time to time) which apply in relation to any Charges payable under this Agreement. You must pay your bill by the due date for payment. You will be liable for the Charges from the day on which we first make the Services available to you unless we notify you otherwise.

6.2 If you do not make your payments on time, we may charge you a reasonable fee for late and/or non payment. We may also withdraw any discount we have given to you for payment in advance or payment by a particular means. We may also charge daily interest on amounts not paid until we receive your payment in full at a rate equal to 4% each year above the Base Lending Rate whether before or after Judgment. Interest will continue to accrue even if the Agreement has been terminated, as long as this termination is not due to a breach by us. This does not affect our rights under Condition 19 below.

6.3 We may vary our Charges from time to time but will publish any change in our main offices and/or on our website prior to the change taking effect. We will however do our best to give reasonable advance notice of any increase in our charges which is likely to substantially increase the charges payable by a significant proportion of our customers. Your rights to cancel the Services if we increase our Charges are set out in Condition 20.1(i). If you request a change to the Services supplied to you, we may need to alter the Charges to reflect those changes.

6.4 You are required to pay your bills in full using the method you have chosen in this Agreement or as we have otherwise agreed.

7. Deposits and Account Limit

7.1 If we conduct a check of your credit worthiness and the results of that check do not satisfy us or if we reasonably decide that all our customers or a certain category of our customers must pay a deposit, we may require you to pay a deposit of a reasonable amount determined by us.

7.2 We may:

use all or part of your deposit to settle amounts due under this Agreement which are 14 days overdue, including, without limitation, any amount due for the replacement value and/or costs of repair of the Equipment under Condition 9.6;

keep all or part of your deposit if you do not report to us the unauthorised reception of channels or programmes; or

keep all or part of your deposit if anyone tampers with the Equipment.

7.3 We will repay any deposit held (or the balance of any deposit where any part of it has been applied by us in accordance with Condition 7.2) to you:

as soon as you have for a period of 12 months (or such other period as we agree) paid to us all Charges due under this Agreement on the due date(s) for payment of those Charges; or

on termination of this Agreement, if you have paid to us all Charges due and, subject to your responsibilities in respect of loss or damage to the Equipment under Condition 9.6, if the Equipment has been returned to us.

7.4 We may require you to increase the level of the deposit held by us or require a further deposit from you of a reasonable amount at any time if:

in our reasonable opinion we believe that your financial circumstances have substantially changed since you signed this Agreement;

you are persistently late in making your payments to us;

we have used all or part of a deposit in accordance with Condition 7.2; and/or

you have exceeded your Account Limit with us.

7.5 In the circumstances set out in Conditions 7.1 and 7.4 we may, as well as or instead of requiring a deposit, restrict the level of Services we provide to you, only allow certain methods of payment and/or impose an account limit based on the Charges we reasonably expect you to incur on your account ("Account Limit"). We will inform you of this Account Limit. You are not allowed to incur Charges which exceed your Account Limit over the period notified to you. If you exceed your Account Limit we have the right to request payment of a deposit as provided in Condition 7.4 and/or we may suspend the Services until payment for the Charges is received or we may terminate this Agreement.

8 Provision of Information and Data Protection

8.1 You are required to promptly and accurately give us all the information we may need so that we can perform our obligations under this Agreement. You must also inform us immediately of any change to any details you have provided to us. It is your responsibility to notify us of all Customer Provided Apparatus which you require connecting to the Services from time to time. We shall not be liable for any expenses you incur or savings you fail to make as a result of Customer Provided Apparatus not being connected to the Services or as a result of your failure to notify us of such Customer Provided Apparatus or any changes or extensions to the same.

8.2 We may search the files of credit reference agencies which may keep a record of that search. Details of how you conduct your account may also be disclosed to such agencies. We will check your details with fraud detection agencies and if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:- checking details on applications for credit and credit related or other facilities; managing credit and credit related accounts and facilities; recovering debt; checking details of proposals and claims for all types of insurance.

8.3 By having Wrights Radio Relay services installed in your home and/or by using them you are giving us your consent to the following:

whilst you are a customer and for as long as necessary for the specified purposes after you terminate your Services, we may use your personal information together with other information for the purposes of providing you with services, administration, credit scoring, customer services and training, from time to time, we may contact you by mail, telephone, email, other electronic messaging services or fax with information about our products and services;

8.5 You have a right to ask for a copy of your information (for which we charge a small fee) and to correct any inaccuracies.

9. Equipment

9.2 You may need to prepare your premises in accordance with our reasonable instructions before the Equipment can be installed and Services provided to you.

9.3 You will provide at your cost reasonable assistance and facilities including any electricity for the functioning of the Equipment so that the Equipment can be installed. You must provide a suitable place and conditions for the Equipment.

9.4 The Equipment belongs to us and you must not give anyone else any rights over it. We may add to or substitute it if we have a valid reason.

9.5 Nobody other than our representatives may tamper, add to, modify or interfere with the Equipment in any way. As well as any other rights we may have, such action may result in our suspending the Services, terminating the Agreement and/or our retaining the whole or a part of any deposit. You may be liable to prosecution if you modify, tamper with or dispose of the Equipment without lawful authority. Theft of services is a crime.

9.6 From the time we deliver the Equipment to you until you return the Equipment to us, you are responsible for any loss or damage to the Equipment except if such loss or damage is:

caused by us or our employees;
due to a manufacturing or design fault; or
due to fair wear and tear.

You will be invoiced for the cost of replacing the Equipment and/or the costs of repair for loss or damage for which you are responsible under this Condition. Therefore you should insure the Equipment.

10. Faults and Matters Affecting the Services

10.1 We cannot guarantee that the Services will be fault free. If a fault occurs you should notify us by contacting our customer management centre.

10.2 We are responsible for the maintenance of the Equipment and the Wrights Radio Relay Network.

10.3 Where we supply the Services to you via your existing connection to another PCO's Network it is your responsibility to maintain your connection to such PCO's Network and we shall not be responsible or liable to you for failing to provide the Services if such failure arises as a result of any interruption to or disconnection from the PCO's Network or because of failure or inadequacy in any Customer Provided Apparatus.

10.4 We may have to:

change the code or technical specifications of the Services for operational reasons;
interrupt or suspend the Services due to an emergency, for the purposes of repair, maintenance, improvement or because of operational reasons;
give instructions to you which we believe are necessary for health or safety or for the quality of the Services provided to you or to other customers; or
charge you for work carried out by us to locate or repair faults caused by or associated with the Customer Provided Apparatus or any other PCO's Network.

10.5 If it is necessary for the Services to be interrupted or suspended we will give you as much notice as is reasonably practicable and restore the Services as soon as is reasonably practicable.

11. Unauthorised Reception of Channels or Programmes

11.1 You must immediately report to us your unauthorised reception of any channels or programmes. As well as any other rights we may have, failure to report unauthorised reception of any channels or programmes immediately to us may result in our suspending the Services, terminating this Agreement and/or retaining the whole or any part of any deposit.

12. Television Programming

12.1 If you request the Television Service, we will supply it to the best of our ability. However, television programme contents, packages of channels, programming schedules, broadcast hours of any channel, channel allocations and transmission times may change or channels or television programmes may no longer be available. This may occur for reasons beyond our control, including decisions of programme providers or technical difficulties, or for reasons which we were not aware of or could not have foreseen at the time the programme was advertised or scheduled. We shall not be liable to you for any such changes, lack of availability or failure to transmit any advertised television programme, channels or Events or to do so at the advertised time.

14. Television Reception Problems

14.1 If you request the Television Service, we will supply it to the best of our ability but we will not be liable for interruptions, reception, picture degradation or other problems which are beyond our reasonable control.

14.2 If your television signal is not being received properly then you should notify us where the problem may be resolved over the phone or a technician may be sent out to investigate the problem. We are not responsible for correcting problems which are connected with the use of Customer Provided Apparatus and in such circumstances we may make a reasonable call out charge.

15. Unauthorised Use of Television Service

15.1 It is illegal to copy, distribute copies, show in public or rebroadcast any part of the television programmes, channels or Events provided to you as part of the Television Service without the consent of the copyright owner. Therefore you may only use the Television Service for private use and it must not be accessible by the general public or in a communal viewing area. There are some limited exceptions to these restrictions which allow, for example, the Television Service to be viewed in schools or copying for the purpose of time shifting for private or domestic use. It is your responsibility to ensure you are legally entitled to rely on such exceptions or obtain the consent of the copyright owner before you do so.

15.3 As well as any other rights we may have, your breach of Condition 15.1 may result in our suspending the Services, terminating this Agreement and/or retaining the whole or any part of any deposit.

15.4 You will be responsible for any claims made against us or losses we may suffer as a result of actual or claimed copyright infringement committed by you or any other person in your home in relation to the Television Service.

17 Fraud, Nuisance, High Usage and Prohibited Use

17.1 Nobody may use the Services:

fraudulently or in connection with a criminal offence. As well as any other rights we may have, if in our reasonable opinion, we believe the Services have been used in breach of this Condition, we may suspend the Services, terminate this Agreement and/or retain the whole or any part of any deposit.

17.2 We reserve the right to suspend the Services or terminate this Agreement in whole or in part if your use of the Services (a) risks degradation of service levels to other customers, (b) puts the Wrights Radio Relay Network at risk and/or (c) is not in keeping with that reasonably expected of a customer.

19. Suspension of Services and Termination

19.1 As well as our other rights, we have the right to terminate this Agreement without notice and to claim for any losses or expenses incurred by us or to suspend the provision of the Services until further notice without notifying you if:

you do not make payments to us when they are due;
you do not perform or observe any other obligation under this Agreement (a "breach") and where you have breached this Agreement and that breach can be remedied, you fail to remedy the breach within the reasonable time specified by us in our written notice requiring you to do so;
a voluntary arrangement is proposed, or a bankruptcy petition is presented or a bankruptcy order is made against.
we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the Services and/or the Equipment from us or at any time during the provision of the Services and/or the Equipment;
you or another person at your premises use the Services or the Equipment, or are suspected, in our reasonable opinion, of involvement in fraud or attempted fraud in connection with the use of the Services or the Equipment;
we are required to comply with an order, instruction or request of Government, an emergency services organisation or other competent administration or regulatory authority;
you do or allow anything to be done which is in breach of our User Policy; or
we are specifically entitled to do so under any other condition of this Agreement.

19.2 Any exercise of our right to suspend the Services shall not exclude our right to later terminate this Agreement. We may refuse to restore the Services to you until we receive an acceptable assurance from you that there will be no further breach.

19.3 You must reimburse us all reasonable costs and expenses incurred in any suspension and/or recommencement of the provision of the Services and we may charge you a reasonable reconnection charge. This will not apply where the suspension is not due to your breach, fault, or omission or is agreed between us. You will continue to be liable to pay all Charges which are due for the Services during the period of suspension and any period in which you do not comply with this Agreement.

19.4 As well as your other rights, you shall have the right to terminate this Agreement by notice to us in writing if we fail to perform or observe any obligation under this Agreement and (in the case of a breach capable of remedy) we fail to remedy the breach within the reasonable time specified by you in your written notice requiring us to do so. Subject to Condition 22, you shall also have the right in these circumstances to claim against us for any losses and expenses which directly result from such breach by us.

Equipment. 20. Cancellation Rights

20.1 You may cancel the Services without penalty in the following circumstances:-

if we increase our Charges you may cancel those Services in respect of which the Charges have increased by giving us one month's notice in writing within 30 days of the earlier of:

- (a) such price increase being notified to you under Condition 6.2; or
- (b) the date of your first bill following such price increase, irrespective of whether the minimum period in respect of those Services has expired. If you cancel Services under this Condition, the increased Charges relating to those Services will not apply to you;

if we significantly reduce the content of the Services or make any significant change to the terms and conditions of this Agreement under Condition 26, you may terminate this Agreement by giving us one month's notice in

writing within 30 days of such change irrespective of whether the minimum period in respect of such Services has expired.

21. Residential Use Only

The Services and the Equipment are only provided under this Agreement for residential customers and for residential use only. The Services or any part of them cannot be sold for money or monies worth. We have no liability, whether due to our negligence or otherwise, for any losses incurred by any business, trade or profession carried on by you or any other person using the Services or the Equipment.

22. Limitation of Liability

22.1 In performing any obligation under this Agreement our only duty is to exercise the reasonable skill and care of a competent provider of telecommunications and television services.

22.2 We will not, and our suppliers and licensors will not, be liable under this Agreement for any loss or damage which:

arises other than through our negligence or the negligence of our employees, agents or contractors or our breach of this Agreement; or
is not a reasonably foreseeable consequence of our negligence or our breach of this Agreement; or
is any business loss including loss of revenue, profits or anticipated savings; or
is for wasted expense or data being lost or harmed.

22.3 We do not restrict or exclude our liability for:

personal injury or death directly caused by Us or our employees whilst acting in the course of their employment with us;
physical damage to your personal property up to £100,000 due to any one event or series of connected events where such damage is due to our negligence or the negligence of our employees, agents or contractors acting in the course of their employment with us;
any of our liabilities which cannot by law be excluded or restricted.

23. Assignment

23.1 This Agreement is personal to you and therefore it may not be assigned or transferred by you to any other person without our prior written consent. For business reasons we have the right to assign this Agreement at any time to any company or person.

24. Changing the Terms and Conditions

24.1 Where any of the following occurs:

there is any change or amendment to any law or regulation which applies to our trading, operating or business practices or policy;
OFCOM, the Director General of Fair Trading or any other competent Government department or regulatory body makes any direction or order recommending or requiring any technical modifications or changes in our trading, operating or business practices or policy; or
in all other events, where we reasonably determine that any technical modification to the Wrights Radio Relay Network or change in our trading, operating or business practices or policy is necessary to maintain or improve the Services which we provide to you,
we reserve the right to change the terms and conditions of this Agreement and/or the Services which we provide to you as soon as is reasonably practicable by giving written notice to you prior to the changes being introduced. We will also publish details of any changes (including the operative date) in each of our main offices and/or on our website as soon as possible prior to the changes being introduced. Your rights to cancel the Services if we make any significant change to the terms and conditions of this Agreement are set out in Condition 20.1(ii).

25. Unforeseeable Events

25.1 Neither party is liable for any breach of this Agreement which is caused by something beyond their reasonable control including Acts of God, fire, lightening, extremely severe weather, flood, a national or local emergency, explosion, war, military operations, civil disorder, damage to the Wrights Radio Relay Network, terrorism, vandalism, industrial disputes, or acts of local or central Government or other competent authorities.

26. Severability

26.1 If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable for any reason, it shall be severed and the rest of the provisions in this Agreement shall continue as if the Agreement had commenced without that provision or part of that provision.

27. Waiver

27.1 The failure by either you or us to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of such right or to bar the exercise or enforcement of it or any other right.

28. Notices

28.1 Notices given under this Agreement should be delivered by prepaid first class post:

to us: at the address on this Agreement or on the last invoice or to an alternative address notified to you;
to you: at the address in this Agreement or to an alternative address notified to us. Alternatively, we may deliver notices to you by sending them via the Wrights Radio Relay Network so that they are displayed on your television screen.

29. Law

29.1 This Agreement is subject to the laws of the place in which you live.

30. Dispute Resolution

30.1 We aim to resolve any dispute quickly and satisfactorily.

Part A - Telecommunications Wayleave Agreement

For the purpose of this Wayleave Agreement we hold an Authorisation for your area.

This Wayleave Agreement enables the necessary apparatus to be installed within your property (including the garden) to supply the Services you or others have asked for.

We must comply with the Electronic Communications Code (as referred to below) in carrying out work and we cannot normally be required to remove permanent installations if you terminate this Agreement or move from your property.

By entering into this Agreement:

you authorise us to install and keep installed our apparatus on your property and allow us, our employees, agents or contractors to enter your property to inspect, maintain, adjust, repair, alter, replace or remove the apparatus; we agree to cause as little damage as possible when exercising the rights under this Wayleave Agreement and will make good to your reasonable satisfaction any damage caused by us, our employees, agents or contractors; you agree that whilst you occupy or own the property you will not use the property in such a way as to make access to the apparatus difficult or build structures or plant trees over the apparatus if they are likely to interfere with the apparatus; and
the provisions of the Electronic Communications Code as set out in Schedule 2 to the Communications Act 2003 will apply to this Wayleave Agreement.

November 2006