



## **UTV Internet Freesat Offering Terms and Conditions**

### **Install**

A standard installation is defined in the following terms: The property is of standard construction, not more than two stories in height (excluding any cellar or basement). There are no access difficulties and the installer is able to work from a standard extension ladder. This service is available for domestic premises only.

All installs will include a dish, all fixings required, LNB (receiver part of the dish) and cable up to 15m in length. Cable will be terminated in accordance with Set Top Box specifications using a durable crimp on F type cable connector. All wall entry points will be filled in with silicon sealant. Any work outside of this scope may be chargeable and will be advised by engineer onsite. Our engineer will confirm signal is being received and is operational. Customers will be requested to sign a work sheet upon completion and they should ensure all work is complete and satisfactory before this is signed. No responsibility will be taken by UTV Internet for incomplete jobs once sign off sheet is completed and returned. The type and further detail of your install will be outlined in your introductory letter which will be posted within 48 hrs of order sign up.

### **Appointment booking**

Within 5 working days of order sign up you will be contacted by our engineers to arrange install. This will be a mutually arranged time between yourself and the engineer. Further contact will be made on the appointed day to ensure you are available. If not, another appointment may be rescheduled. If an appointment is arranged but you fail to give access to our engineer at the appointed time and date, a fee may be payable.

### **Equipment**

All details and specifications of equipment ordered will be outlined in your introductory letter. All specifications may be changed without prior notice. Any additional equipment required may be fulfilled by the engineer or at a later date. This may be subject to additional charges which will be notified prior to final fulfilment.

### **Support and aftercare**

If you have issues with your Freesat service please call 0845247 0007 in the first instance and we will advise you on what action to take. All installs are covered for a period of 12 months for any defect in manufacturing or installation. If we are unable to restore your service over the phone, we will arrange an engineer call out. However if the issues are deemed to be caused by user issues, a call out fee of £40.25 inc VAT may be applicable. Please be aware dish misalignment is not covered if local winds exceed 50 MPH. In this case a call out charge may be applicable. Any defect in equipment will be covered by manufacturer's warranty which will be outlined in the paperwork supplied with equipment.



You agree to notify UTV Internet of any proposed move of Premises by giving us 30 days notice, in writing, fax or email. Please note that in some cases it can take us up to 20 working days to have the service transferred (or longer in some instances).

### Contract Period

The contract period is 24 months. The Freesat service from UTV Internet is bundled in with UTV Broadband and UTV Talk. When taken with Freesat, both UTV Broadband and UTV Talk carry a 24 month contract term.

### Payment

Payment terms and payment type will be outlined in your welcome letter. If payment is made via UTV Internet's monthly payment plan then all equipment will remain the property of UTV Internet until final payment is made. UTV Internet retains the right to request the equipment returned in a reasonable condition if all payments outlined are not made. Full cost of equipment may be payable to UTV Internet if full term of contract is not adhered to.

All Charges for the Service are inclusive of VAT at the applicable rate.

UTV Internet reserves the right to vary the Charges at any time on giving you 28 days notice in writing. Dishonoured Direct Debits and cheques will be charged to the Customer at the rate of £3 per transaction. Any unpaid monies owing to UTV Internet may be referred to a collection agency.

### Termination

UTV Internet is not responsible for lost, damaged or stolen Freesat equipment which may occur as a result of the actions of our appointed Installer and/or Courier.

UTV Internet reserves the right to charge the customer for any monies outstanding, if the customer cancels their service, up to and for the remainder of their contract term

Either party may terminate this Agreement immediately, on notice if the other:

- (a) commits a material breach of this Agreement, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or
- (b) commits a material breach of this Agreement which cannot be remedied; or
- (c) is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation), or compulsory liquidation or a receiver or administrator is appointed over their assets.

UTV Internet shall be entitled to terminate this Agreement in the event that:

- (a) the contract between UTV Internet and Freesat enabling UTV Internet to provide the Service is terminated; or
- (b) the service provided to UTV Internet by Freesat is not of the quality deemed by UTV Internet to be appropriate to provide the Services;



If any of the events detailed above occur as a result of your default, UTV Internet may request the return of all equipment. Where the Service is terminated under this Clause you must pay all the Charges due in respect of the Service.

In the event that UTV Internet agrees to you terminating this Agreement before the expiry of the 24 month Minimum Period, you must pay all the Charges due up to and including the date of expiry of the Minimum Period.

#### Force Majeure

If either party is unable to perform any obligation under this Agreement because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving that party's employees), or acts of local or central Government or other competent authorities or events beyond the reasonable control of that party's suppliers, the party will have no liability to the other for that failure to perform. If any of the events detailed in the last Clause continue for more than one month either party may serve notice on the other terminating this Agreement.

#### Variation

UTV Internet reserves the right to vary the terms of this Agreement or the nature of the Service (where the technical specification of the Service is varied) at any time and UTV Internet will inform you of any such changes through e-mail, newsletter, UTV Internet website or such other medium, as UTV Internet considers appropriate.

#### Miscellaneous

The Agreement shall be governed by and construed in accordance with Northern Ireland Law and the parties hereby agree to submit to the exclusive jurisdiction of the High Court of Northern Ireland in respect of any dispute or matter arising out of or in connection with the Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes representations, communications and prior agreements (oral or written). This Clause shall not apply to any statement, representation, or warranty made fraudulently, or to any provision of this Agreement that was induced by fraud for which the remedies available shall be all those available under the law.

Any notice or other communication to be given under the Agreement must be in writing to the other party and may be delivered or sent by email, pre-paid first class letter post or fax transmission at the party to be served last known address. Any notice or document shall be deemed served if delivered, at the time of delivery; emailed, at the time of delivery to your email server; posted, 48 hours after posting; and if sent by facsimile transmission, at the time of transmission.

This Agreement shall not be assigned, sub-contracted, novated, sublicensed or otherwise disposed of by you. UTV Internet reserves the right to assign, sub-contract or otherwise transfer its obligations to provide the Service and/or supply the equipment to any third party.

The illegality, invalidity or unenforceability of any provision in this Agreement shall not affect the continuation in force of the remainder of this Agreement. A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms. This clause does not affect any right or remedy of any person that exists or is available or otherwise than pursuant to that Act.

All written correspondence must be directed to the Admin or Accounts department within UTV Internet.

#### UTV Internet Promotions



From time to time, UTV Internet may announce promotions for both existing customers and new customers. UTV Internet reserves the right to amend, withdraw and extend promotions at any time. In all cases, unless otherwise stated within the promotion details, customer credits will be allocated to their UTV Internet subscription account and cannot be transferred to any other account. Promotions specifically targeted at new customers will not be applicable to existing customers. Existing customers who cancel and then subsequently reapply for the Service, may not be eligible for promotions open to new customers.