



CABLE & WIRELESS

CABLE & WIRELESS TELEVISION SERVICE

General Terms and Conditions – Residential

1. Cable & Wireless (“the Company”) is duly authorised to broadcast the Cable & Wireless Television Service (“the Service”) which consists of BBC World, Supersports, M-Net Africa, Discovery and programmes provided by the Service.
2. The Company shall broadcast and the Customer shall receive the Service pursuant to the following terms and conditions:
3. The Company shall deliver the service to the Customer via UHF transmission on channels 33, 35, 36, 39, 41, 42, 43, 44, 45, 47, 48, 50, 52, 54 and 58. The Company makes no commitments or promises and offers no guarantees or representations regarding availability, continuous access to or access to or reception quality of the Service. Delivery of the Service shall from time to time be subject to interruptions arising from essential equipment maintenance.
4. The Company shall provide a decoder, when it considers it necessary, to each Customer for the reception of the Service. The Company will charge for the installation of the decoder and an activation fee of £5. The decoder shall at all times remain the property of the Company and should not be removed from the Customer’s premises without the Company’s authority. If any damage or loss is occasioned on a Customer’s premises to the decoder, the Customer shall pay to the Company the amount of any costs or expense incurred in repairing or replacing the decoder.
5. The Customer shall pay to the subscription fee £14 per month for the Service and a rental fee of £3 per month for the decoder. Both fees to be payable in advance and may be reviewed by the Company from time to time.
6. The Company shall give 14 days written notice to the Customer whenever it proposes to vary any fees.
7. The Company shall provide equipment, including an aerial installation, which is capable of receiving a signal better than –65dbm at the Customer’s premises, and be solely responsible for its maintenance. The Customer will pay for the installation and any appropriate maintenance charges that may be required from time to time. The Customer shall also be responsible for obtaining the necessary approvals from the relevant authorities in connection with the installation of such equipment.
8. The Company provides the Service strictly on the understanding that the Customer will use it solely for the purpose of private, internal viewing within the Customers premises. The Customer shall not be permitted to record or duplicate the Service nor re-broadcast, transmit or exhibit the Service for a fee or outside the Customers premises.
9. The Service to the Customer may be terminated in the event that:-
 - i) The Customer is more that 14 days late in the payment of any monthly subscription fees.
 - ii) The Customer shall be in breach of any of the terms and conditions contained herein.
 - iii) Any licence or consent, which the Company may require in, order to broadcast the Service being refused or withdrawn.
 - iv) This agreement is terminated by either the Customer or the Company giving 30 days prior written notice
10. The Customer shall indemnify and hold harmless the Company from and against any and all claims, damages and liabilities arising from or related to any breach by the Customer of the terms and conditions contained herein.

Amended June 2004

Power at the Customers premises

Whenever AC Power is required for the installation, maintenance and operation of telecommunications equipment and systems it shall be the responsibility of the Customer to provide electricity and pay for the running cost