



## STANDARD CONDITIONS FOR COMMERCIAL PREMISES (Single Premises)

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## 1. Parties

This Agreement is entered into between TNT Sports Broadcasting Limited (“TNT”) and the Recipient. All references to “TNT” “we” or “us” in this Agreement shall, unless the context otherwise requires, mean TNT Sports Broadcasting Limited, a company registered in England with registered number 13545383 and registered office at Chiswick Park Building 2, 566 Chiswick High Road, London, W4 5YD. All references to “you” shall mean the Recipient.

## 2. Definitions and Interpretation

### 2.1 In these Conditions:

**Activation:** means the point at which the Recipient’s Viewing Card is activated enabling the Recipient to view the Channels after encryption.

**Additional Channel:** means any Channel which TNT supplies from time to time and which the Recipient may choose to add to the Service for an additional charge.

**Additional Charge(s):** means the charges in respect of the Service that may be charged by TNT in addition to the Total Monthly Subscription Charges (such as but not limited to paper billing fee or late payment charges).

**Additional Charges Rate Card:** means the document containing a list of TNT’s Additional Charges (including, but not limited to, paper billing fee or late payment charges) which document is available from TNT on request.

**Agreement:** means together, these Conditions including the Schedules, attachments and any policies referred to, the Welcome Letter, the terms and conditions of any applicable Offer(s) and the Additional Charges Rate Card.

**Approved Display Devices:** means a visual device managed by the Recipient such as but not limited to TV, screen, or projector which may have an integrated SMATV System receiver. SMATV set top boxes, tablets, personal computers, laptops, devices with PVR capability, sling boxes and similar devices, devices and systems with content sharing capability over local wired or wireless networks, or user accessible peripheral interfaces including but not limited to USB, are not Approved Display Devices for the purposes of this Agreement.

**Approved Distribution System:** means the system for distributing the Service (including Approved Display Devices) which has been approved by TNT in accordance with the process set out in Schedule 2.

**Authorised Equipment Installer:** means an installer of Satellite Equipment who has been authorised by TNT to install Satellite Equipment in commercial premises.

**Bar:** means any public licensed bar or bars in which the Recipient receives the Service and which form part of the Recipient’s Premises, where such Premises constitute a Hotel or any other Communal Area of the Recipient’s Premises in which TNT agree that the Recipient may exhibit the Channels.

**Bonus Channel:** means any Channels that TNT may, at its sole discretion, provide to or withdraw from a Recipient from time to time for which no charge shall be levied.

**Broadcast Content:** means the television programme or programmes and any portion of them displayed on the Channels.

**Category(ies):** means the category of Recipient type into which the Recipient's Premises fall. TNT will at its sole discretion, determine which category the Recipient's Premises fall into and this will govern the level of Monthly Subscription Charges payable by the Recipient, which Offers are open to the Recipient and certain other terms of this Agreement. The categories are:

**Bookmaker** – means a 'betting shop' or 'betting shop and premises' (or equivalent at TNT's discretion) as determined by the Valuation Office Agency (VOA), the Scottish Assessors Association (SAA); or the Valuation of Lands Agency (VLA) (or, in each case, any successor in function thereto) as the case may be.

**CORCA Club** – means a club which is a bona fide member of one of the constituent bodies of the Confederation of Registered Club Associations (CORCA) or any such successor body thereto as determined by the Valuation Office Agency (VOA), the Scottish Assessors Association (SAA); or the Valuation of Lands Agency (VLA) (or, in each case, any successor in function thereto) as the case may be.

**General** – means any type of premises that do not fall into any other category but which does not have a licence to serve alcohol from the relevant local authority or other responsible government body.

**General Licensed** – means any type of premises that do not fall into any other category but which has a licence to serve alcohol from the relevant local authority or other responsible government body.

**General Offshore** – means a licensed oil rig, commercial ships (including yachts, vessels and boats) where these are in the Territory.

**Golf Club** – means a 'golf course' or 'golf course and premises' (or equivalent at TNT's discretion) as determined by the Valuation Office Agency (VOA), the Scottish Assessors Association (SAA); or the Valuation of Lands Agency (VLA) (or, in each case, any successor in function thereto) as the case may be.

**Holiday Park** – means holiday let accommodation as determined by the Valuation Office Agency (VOA), the Scottish Assessors Association (SAA); or the Valuation of Lands Agency (VLA) (or, in each case, any successor in function thereto) as the case may be, or a premises with a similar function as determined by TNT.

**Hotel** – means an 'hotel' or 'hotel and premises' as determined by the Valuation Office

Agency (VOA), the Scottish Assessors Association (SAA); or the Valuation of Lands Agency (VLA) (or, in each case, any successor in function thereto) as the case may be, or a premise with a similar function as determined by TNT.

**Public House** – means a ‘public house’ as determined by the Valuation Office Agency (VOA), the Scottish Assessors Association (SAA); or the Valuation of Lands Agency (VLA) (or, in each case, any successor in function thereto) as the case may be, or a premise with a similar function as determined by TNT.

**Sport Club (non-Golf)** – means a sport or sports club other than a Golf Club, as determined by TNT.

**Channel(s):** means the channels TNT includes in the TNT Sports Pack, any Additional Channels and any Bonus Channels.

**Communal Area(s):** means a public or common room, area or place within the Premises (including without limitation bars, restaurants, television lounges and cinema lounges) containing any means whereby the Service can be seen or heard.

**Conditions:** means these TNT Sports Standard Conditions for Commercial Premises (Single Premises) including the Schedules where these apply.

**Confidential Information:** means any information of a confidential nature which is obtained under the Agreement whether such information is in written, oral or any other form and whether or not marked as confidential.

**Early Termination Charges:** means the charges payable by the Recipient under Clause 17.5(b).

**GB Pubs Price Model:** means TNT’s standard price formula for calculating the price of your TNT Sports Pack, for Public Houses in England, Wales and Scotland, which is based on the nondomestic rateable value of your Premises, in accordance with the Rateable Value Pricing Policy.

**Monthly Subscription Charge:** means the charges payable by the Recipient to TNT for the Service each month as set out in the Welcome Letter.

**Minimum Period:** means the period as stated in the Welcome Letter commencing on the date the first Viewing Card is Activated.

**New TNT Sports Rate Card:** means TNT’s standard rate card for the TNT Sports Pack you have contracted for at your Premises, which is effective from 1<sup>st</sup> September 2023 (excluding, for clarity, any discounts or other Offers).

**Offer:** means the offer(s) referenced in your Welcome Letter (if any), with the relevant terms and conditions set out in Schedule 4 of this Agreement. An offer may not be available to all Recipients. Details of any offer that applies to the Recipient will be confirmed at the time the order is placed and set out in the Welcome Letter.

**Old TNT Sports Rate Card:** means TNT's standard rate card for the TNT Sports Pack you have contracted for at your Premises, which is effective up to 31<sup>st</sup> August 2023 (excluding, for clarity, any discounts or other Offers).

**Option:** means the TNT Sports Pack offered with the Recipient's subscription and any Bonus Channels (if any) and any Additional Channels (if any) TNT may offer the Recipient under this Agreement (which may or may not be available at the Recipient's Premises) as set out in the Welcome Letter.

**Point:** means either an Approved Display Device, or projector at the Premises connected to a SMATV System on which the Channels (or any subset) can be seen and/or heard.

**Premises:** means the premises within the Territory at which the Recipient shall receive the Service as set out in the Welcome Letter or as varied in accordance with this Agreement.

**PVR functionality:** means personal video recorder functionality.

**Rateable Value Pricing Policy:** means the pricing structure applied by TNT to certain Categories of Recipients including but not limited to Public Houses, CORCA Clubs, and Golf Clubs in the UK and Northern Ireland, and any other Recipient type which has its Monthly Subscription Charges based on its government non-domestic rating system, as set out in Schedule 1 (*Rateable Value Pricing Policy*) to this Agreement, which includes certain terms which apply to Premises whose RV has changed as a result of the change from 2017 to 2023 non-domestic rateable value listings as the basis of the Monthly Subscription Charge.

**Recipient:** means the company or business entity that TNT has entered into this Agreement with, at the stated registered address, set out in your Welcome Letter.

**Rooms:** means (i) the total number of bedrooms for staff and guests at the Premises where the Premises is in the Hotel or Public House Category; and (ii) where the Premises is in the General Offshore Category the total number of rooms (both occupied and unoccupied), including bedrooms for staff (except for yachts), cabins, offices and any other rooms in the Premises (where TNT agrees to provide the Service).

**RV:** means non-domestic rateable value.

**Satellite Equipment:** means a Satellite Receiver Box, satellite dish, remote, HDMI cable and/or such other equipment as may be specified by TNT from time to time.

**Satellite Receiver Box:** means an authorised digital satellite decoder incorporating a conditional access (decryption) system approved by TNT and which, when enabled for the Service, is equipped to receive the Channels.

**Service:** means the TNT Sports service transmitted to the Recipient by satellite(s) in accordance with the Options under this Agreement as set out in the Welcome Letter.

**Site:** means site, buildings, premises, oil rigs or commercial ships (including yachts, vessels and boats) in each case owned or operated by or on behalf of the Recipient as set out in this Agreement.

**Sky:** means Sky Subscriber Services Ltd.

**SMATV System:** means a telecommunications system consisting of a single satellite head end serving only the Premises that retransmits the Channels or any subset thereof to two (2) or more Points or Rooms (as applicable) within such Premises using an Approved Distribution System (which may include, for example, “Brightbox”).

**Systems:** means a Satellite Receiver Box, Satellite Equipment and SMATV System including associated encoding and decoding equipment.

**Territory:** means United Kingdom of Great Britain including Northern Ireland, Channel Islands, Isle of Man (including the surrounding territorial waters and licensed oil rigs in each case).

**TNT Sports Pack:** means the group of digital Channels as set out in your Welcome Letter in standard and high definition, and either the pack (or the channels therein) may be amended by TNT from time to time in accordance with the provisions of Clauses 6.8 and 6.9. This does not include Additional Channels or Bonus Channels.

**TNT Sports Rate Card:** means TNT’s standard price list for the TNT Sports Pack you have contracted for at your Premises, for all Categories except Public Houses in England, Wales and Scotland.

**TNT Sports Standard Rate:** means TNT’s standard price (which may vary in accordance with the terms of this Agreement) for the TNT Sports Pack you have contracted for at your Category of Premises, as set out in the applicable TNT Sports Rate Card (for all Categories except Public Houses in England, Wales and Scotland) and as determined by the GB Pubs Price Model for Public Houses in England, Wales and Scotland. To the extent TNT generates your TNT Sports Standard Rate with reference to non-domestic rateable values, the Rateable Value Pricing Policy applies.

**Total Monthly Subscription Charge:** means the sum of the Monthly Subscription Charges payable under this Agreement as set out in the Welcome Letter.

**Viewing Card:** means the card(s), which when used with the Satellite Equipment, will allow the Recipient to receive the Service.

**Welcome Letter:** means the letter and/or email sent to you by TNT setting out your details, the details of your Premises and the details of the Service you have opted to receive.

2.2 In this Agreement, headings and bold type are for convenience only and do not affect the interpretation of this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice-versa, and the term “includes” is not a word of limitation.

2.3 In the event of an inconsistency between the terms of the documents comprising the Agreement, the order of precedence shall be as follows:

- a) Your TNT Sports Welcome Letter;
- b) Schedule 4 of these Conditions;
- c) these Conditions (not including the Schedules); and
- d) the Schedules (other than Schedule 4).

### **3. Commencement and Minimum Period**

- 3.1 This Agreement shall commence on the date of TNT's acceptance of the Recipient's order and shall continue until the Agreement is terminated in accordance with this Agreement.
- 3.2 The Minimum Period is as set out in your Welcome Letter.

### **4. Rights and Limitations**

- 4.1 Subject to the remainder of the terms of this Agreement, the Recipient shall have the right to receive the Services at the Premises and to exhibit the Service within the Premises as permitted by this Agreement on Approved Display Devices and only within the Territory.
- 4.2 The right to receive and exhibit the Services granted at Clause 4.1 shall expressly include the right to communicate to the public the logo images and other copyright works appearing at the Annex 1 to this Agreement (the "Logos"), or as otherwise agreed between the parties.
- 4.3 Nothing in this Agreement shall give the Recipient the right to distribute, exhibit or otherwise show any of the Channels in the Service, or any of the Logos, in any manner other than as set out in Clause 4.1 and 4.2 above (for the avoidance of doubt, including, but not limited to, via a computer terminal or similar equipment).
- 4.4 Upon receiving a request from TNT, the Recipient shall notify TNT of the number of Approved Display Devices that are linked to each Satellite Receiver Box at the Premises.
- 4.5 The Recipient shall observe all restrictions on distribution or exhibition of any of the Channels in the Service that are set out in this Agreement or otherwise notified to the Recipient by TNT from time to time. This shall include, but is not limited to, restrictions on the:
- (a) viewing of Channels or particular programmes by the public;
  - (b) viewing of Channels or particular programmes in any type of room or area of the Premises; and
  - (c) use of the PVR Functionality to record and play back Channels as may be notified to the Recipient from time to time.

TNT may amend, remove or impose restrictions on the viewing of any Channels or particular programmes including but not limited to restrictions on any recording, playing back, PVR Functionality or viewing in any areas of the Premises from time to time by notifying the Recipient.

- 4.6 The Recipient must not use any residential viewing cards, illegal or unauthorised foreign or streaming services (including Dreambox) or streaming a residential subscription via a personal device at the Premises or any other Site or exhibit or display at such Premises or Site any programme, video, video clip or other moving or static images or any audio recording, audio clip or any part thereof which, in any case, infringes the copyright, moral rights or other intellectual property rights in any portion of the Broadcast Content.

- 4.7 The exhibition of any Channel(s) must be without interruption, time delay, addition, commercial or other insertion (including without insertion of any on-screen prompt or icon or audio insertion) or inclusion of supplementary material or content (including by inserting or overlaying any image or visual or audio material on to the Channels or on to the Approved Display Devices at the same time as the Channels are present). Without prejudice, the Channels must also be exhibited in full (without reduction in size or overlaying) on the entirety of the Approved Display Devices.
- 4.8 The Recipient shall not, without TNT's prior written agreement use the Service for any purpose or for financial gain other than as reasonably contemplated by the ordinary use of the Service in the Recipient's type of Premises (including without limitation: creating any commentary, compiling statistics or data, news reporting, information or editorial services).
- 4.9 During advertising breaks or otherwise during the broadcast of the Channels, the Recipient will not exhibit any promotional or other material in such a way as to give viewers the impression that such material forms part of the broadcast of any of the Channels, or has been included, approved or endorsed by TNT or any third party, or that any Channel forms part of a broadcast or exhibition by the Recipient or a third party.

#### **Amendments to the Premises**

- 4.10 The Recipient may request a change in the address of or Category of any of the Premises as stated in your Welcome Letter (or as otherwise agreed in writing by TNT from time to time) but TNT shall be under no obligation to grant such a request. The Recipient shall be liable for all costs associated with such a change. In the event that TNT does allow a change of address or Category of the Premises, the Monthly Subscription Payment for the Premises shall where applicable be recalculated in accordance with Clause 7.1.
- 4.11 In the event that TNT does allow a change of address of the Premises;
- (a) a new twelve (12) month Minimum Period shall commence on the date such change of address is carried out;
  - (b) the Monthly Subscription Charge for the Premises shall (where applicable) be recalculated in accordance with Clause 7.2; and
  - (c) the Premises may be eligible for any Offer or Offers at TNT's sole discretion.

#### **5. Recipient's Obligations**

- 5.1 As at the date of entering into this Agreement and throughout the Agreement, the Recipient represents and warrants that:
- (a) the Premises is carrying out and shall throughout the Agreement carry out the business or activity which was being carried out when the Recipient entered into this Agreement;
  - (b) the Premises are situated in the Territory;



- (c) the Recipient shall give written notice to TNT within fourteen (14) days of any change of business use or activity of the Premises coming into effect. On receipt of such notice TNT will review whether the Agreement the Recipient is subscribing to is appropriate for the Recipient's Premises Category type and take action as appropriate (including but not limited to recalculation of Monthly Subscription Charge for the Premises from the date the Premises business use or activity changed). For the avoidance of doubt, any action taken by TNT under this Clause shall not constitute a material detriment under Clause 17.1(a);
- (d) the Recipient shall have in place all licences, rights, clearances and consents (together "consents") required from time to time to receive the Channels and to exhibit them within the Premises, including, but not limited to, all consents required for the public performance of any of the relevant Channels in the Premises. The Recipient agrees to produce copies of any such consents to TNT on request; and
- (e) the Recipient will not cause or permit the distribution or re-transmission of the Service to any third party or cause or permit the distribution or re-transmission of the Service other than within the Premises.
- (f) The Recipient will only use the Service for purposes relating to their business or trade. The Service will not be used for residential or personal use.

## **6. Service**

- 6.1 TNT will transmit or arrange for transmission of the Channels by satellite(s). If during the Agreement there is a change, for whatever reason, in the manner in which the Channels are delivered or transmitted which would require the Recipient to make adjustments to the Recipient's reception equipment, TNT shall use reasonable endeavours to provide the Recipient with thirty (30) days' notice of such change. The Recipient accepts that it may not always be possible for TNT to provide the notice in this Clause, such as, but not limited to, where changes arise because of events beyond TNT's control.
- 6.2 As at the date of this Agreement, the Service is distributed on the Sky Digital Satellite Platform and is not distributed to commercial premises via TNT's 'Vision' or 'YouView' platforms. In the event that this changes and the Premises are able to receive the Service via such platforms, TNT may, at its sole discretion, offer to alter the Recipient's Service so that it is delivered via such platforms. For the avoidance of doubt, the Recipient may not display the Channels in the Premises or elsewhere using residential 'Vision' or 'YouView' services.
- 6.3 As at the date of this Agreement and throughout the Agreement, TNT warrants that:
  - (a) it shall not knowingly include in the content of the Channels any illegal material; and
  - (b) it will have obtained necessary licences and/or other approvals from any relevant collecting society or person for the broadcast of the Channels for reception in the Territory, save that TNT does not warrant or represent that it has obtained or will obtain public performance licences or pay the fees necessary for the exhibition of the Channels in public.

The warranties provided in Clause 6.3 above are only as extensive as those provided to TNT by the suppliers of relevant programme material included in the Channels where such content is not produced directly by TNT itself.

- 6.4 Occasionally, for operational reasons, TNT may need to interrupt or suspend the Service without notice to the Recipient. If this happens, TNT will restore it as quickly as possible.
- 6.5 Service is not fault free and it may be impaired by geographic, atmospheric or other conditions or circumstances beyond TNT's control.
- 6.6 The Service may not be available in all parts of the Territory.
- 6.7 TNT may use its discretion to refuse to provide any part of the Service to the Recipient.

#### **TNT Sports Pack**

- 6.8 TNT may, at any time, in its sole discretion:
  - (a) introduce one or more new channels or sports packs or replace or withdraw any of the Channels or TNT Sports Pack;
  - (b) replace, change or withdraw any programming or content on any of the Channels;
  - (c) change or reduce the broadcast hours of any of the Channels; and/or
  - (d) encrypt or unencrypt any of the Channels.
- 6.9 Any changes made by TNT to a TNT Sports Pack (or to the Channels therein) pursuant to Clause 6.8 will be notified to the Recipient in accordance with Clause 16.

#### **Additional Channel(s) and Bonus Channel(s)**

- 6.10 TNT may supply the Recipient with Bonus Channels at no additional charge. TNT may:
  - (a) withdraw or change these Bonus Channels or their multiplexes without giving notice to the Recipient;
  - (b) change any Bonus Channel which is provided at no additional charge (including any multiplex) such that it becomes an Additional Channel at an Additional Charge. TNT will tell the Recipient of such a change and the charges that will become payable for that Additional Channel.
- 6.11 TNT may offer the Recipient Additional Channels. If such channels are offered under this Agreement and the Recipient decides to take them, they will then be included in the Service. TNT will inform the Recipient of the charges.
- 6.12 Subject to Clause 4.4, the Recipient may convey the Service to more than one Approved Display Device in the Premises.

- 6.13 Where the Premises fall into the Categories of: Public House, CORCA Club, or Golf Club, the provisions of Schedule 1 (Rateable Value Pricing Policy) also apply and are incorporated into this Agreement.
- 6.14 Where the Premises fall within the Hotel or General Offshore Category, or where a SMATV System is used at the Premises, the additional conditions in Schedule 3 (*Hotel, General Offshore and SMATV Systems*) also apply and are incorporated into this Agreement.

#### **Pay Per View Events (TNT Sports Box Office)**

- 6.15 The terms of Clause 6.16 shall apply from the date that TNT launches its pay-per-view proposition to commercial premises.
- 6.16 Where a Recipient purchases an event made available via TNT Sports Box Office (each such event being an “**Event**”, together the “**Events**”), the following terms shall apply:

##### A – The Event(s)

- (a) You may order an Event by contacting TNT at the telephone number designated for this purpose. If you do not already subscribe to any Channels, you will need an active and valid Viewing Card and an HD Sky Satellite Receiver Box.;
- (b) If your Premises consists of Communal Areas (e.g. Bars) and private rooms, then you will specify the number of Communal Areas in your order instead of the number of Premises. Subject to Clause 5.1(f), if you wish to exhibit the Event in private rooms, this must be discussed and agreed with TNT (and TNT will propose a bespoke price for this).
- (c) The purchase of an Event entitles you to receive only that Event to only the Premises (or Communal Areas/private rooms, if applicable) specified in your order (once accepted by TNT) on the terms set out in this Agreement and no other event or programme however made available (whether via TNT Sports Box Office or otherwise).
- (d) Bookings made within five (5) hours or less of an Event start time may result in a delay in validating the Recipient’s Viewing Card;
- (e) If any Event is made up of a multiple individual events, TNT reserves the right to:
- 1) change the packaging of such events; and/or
  - 2) change the time at which any such events are shown,

in the event that TNT carries out any of the above changes, it will advertise such changes on air.

- (f) TNT can cancel or withdraw any Event in its reasonable discretion, for the avoidance of doubt Recipients will not be charged for any cancelled or withdrawn Events.
- (g) TNT may refuse the Recipient's order for any Event in its reasonable discretion.
- (h) TNT may terminate the Recipient's order in respect of any Event (including after it has accepted such order) if at any time:
  - 1) the Recipient has not made any payment which is due to TNT; or
  - 2) the Recipient has broken any of the terms of this Clause 6.16; or
  - 3) the Recipient has broken any of the terms this Agreement.

#### B – Copying and Redistribution

- (a) Redistribution and/or re-broadcasting of any Event is strictly prohibited and exhibition of the Event(s) are permitted solely in accordance with the terms of this Agreement. The Recipient agrees not to cause, enable and/or permit any other person or Premises to redistribute or rebroadcast the Event(s);
- (b) The Recipient shall not make any charge for viewing of any Event(s) nor exhibit any Event(s) in public in circumstances where the audience has paid for admission to the place where an Event is to be seen or heard; Notwithstanding the restrictions set out in the previous sentence or in Clause 15.2 below, You may charge the audience for admission to the TV Premises for viewing of a boxing Event provided that any marketing or promotion of such charge for admission solely associates any such charge with admission to view the relevant boxing Event (and not the Channels or any other programme on the Channels. It is acknowledged that the charge for the boxing Event may be linked to other services available at the TV Premises (other than the Services), such as food or drink). For the avoidance of doubt, save as expressly set out in this Clause, the restrictions in Clause 15.2 shall apply in full and You shall not charge the audience for admission to view the Channels or programmes on the Channels or otherwise make, market or promote any charge (whether direct or indirect) to any person for any of the Channels (including for the right to receive any Channel or for viewing of any Channel(s) or programme(s));
- (c) TNT may take steps to prevent the copying of any Event, including by means of:
  - 1) inclusion of signals in the broadcast of an Event which prevent copying;
  - 2) the disabling or remote alteration of certain functionalities of Recipients' Satellite Receiver Box so as to prevent copying;
  - 3) preventing Recipients from receiving Events if Recipients' Satellite Receiver Box allows copying of any Events which TNT is bound by contract to prevent.

#### C – Payment

- (a) TNT will notify you of the price of each Event upon request, such price being at TNT's sole discretion. Prices for different Events may vary. If your Premises is in a Category

which has both private rooms and Communal Areas and you have ordered the Event for Communal Areas, the price will be the Event price multiplied by the number of Communal Areas for which you have ordered the Event.

- (b) Payment for the Event(s) may be made via the same payment method as the Monthly Subscription Charge under this Agreement (and you consent to all such payments being charged under your payment instruction if you choose this) or, if at your discretion, by one-off credit card payment;
- (c) TNT may from time to time assess the Recipient's credit standing using credit scoring and may use information from outside agencies in order to achieve this. TNT shall apply reasonable practices for administering the Recipient's account based on the result of such scoring;
- (d) The Recipient may cancel an order for an Event not less than five (5) hours before the scheduled Event start time. Once ordered, the Recipient will be liable to pay for any Event (unless such Event is cancelled in accordance with this Clause 6.16 (C)(d)) irrespective of whether the Recipient watches any or all of such Event.

#### D – Liability

- (a) Subject to any applicable statutory rights, TNT will not be liable to the Recipient as a result of any failure to provide an Event for reasons outside of TNT's reasonable control or as a result of anything for which TNT's liability is excluded under Clause 14 of this Agreement.

#### E – Miscellaneous

- (a) The terms of this Clause 6.16 shall only be applicable to Premises located in the Territory;
- (b) If you already have an agreement in place with TNT for receipt of Channels, this Clause 6.16 supplements the other terms of the Agreement;
- (c) If you do not already have any agreement in place with TNT for receipt of Channels, then this Clause 6.16 applies on a standalone basis from the time you order an Event until the Event programme finishes, provided that in such instance all terms and conditions of this Agreement relating to Viewing Cards, Satellite Equipment, liability, copying, copyright, security, Marks, notices, transfer, VAT, and law are incorporated in this Clause 6.16 to the extent that they are consistent with one another, and all terms used in this Clause 6.16 unless defined shall bear the meanings given to them in this Agreement;
- (d) Certain Events may not be available to all Recipients or Categories or in certain parts of the Territory. TNT will make this clear when the relevant Event is offered or when you attempt to submit an order.

## **7. Monthly Subscription Charges**

7.1 On the basis of information you provide to us TNT will determine the Category most suitable for your Premises which will be notified to you in your Welcome Letter.

7.2 The Monthly Subscription Charges payable per Premises are as set out in your Welcome Letter. The Monthly Subscription Charges are based on:

- (a) the Category of each the Recipient's Premises;
- (b) the total number of Premises;
- (c) the Minimum Period;
- (d) the number of Viewing Cards;
- (e) the Option the Recipient has subscribed to, where applicable; (f) where applicable, any Offer the Recipient has subscribed to.

7.3 Upon execution of this Agreement the Recipient may be required to make an up-front payment to TNT and thereafter the Recipient must pay in accordance with Clause 7.4. Unless otherwise stated in the Agreement, TNT will bill charges in pounds sterling and the Recipient will pay all charges in pounds sterling. All payments must be made in full by the date on which they are due without any set off. If full payment is not received on the due date the Recipient will pay the late payment charges as set out in the Additional Charges Rate Card. If the Recipient disputes any charge the Recipient must notify TNT in writing within six (6) months of the date of the bill with all relevant information. The Recipient must pay the amount not in dispute. If the Recipient does not pay a bill TNT may instruct a debt collection agency to collect payment (including any late payment charges) on its behalf. The Recipient must pay an additional sum, to cover the reasonable costs TNT has to pay the agency, who will add the sum to the Recipient's outstanding debt.

7.4 Every month following the Activation (or as otherwise notified to the Recipient in the Welcome Letter) of the first Viewing Card you must pay to TNT within 30 days of the date of the invoice, the charges set out in the Welcome Letter.

Recurring payments, including the Monthly Subscription Charges, are payable monthly in advance and all other charges are payable monthly in advance. Unless otherwise stated in the Agreement, all amounts payable to TNT under this Agreement are exclusive of VAT (Value Added Tax in the United Kingdom) or any other applicable taxes. If required by law, TNT will charge VAT or any other applicable tax to the Recipient in addition to amounts payable to TNT under this agreement. Any such VAT or similar tax charged by TNT will be payable by the Recipient to TNT at the same time and in the same way as the payments on which that VAT or similar tax is being charged.

Where possible all charges due from the Recipient will appear on the relevant monthly invoice, but sometimes there may be a delay.

7.5 The Monthly Subscription Charge is detailed in the Welcome Letter:

- (a) Where the Premises falls into the Categories of: Public House, CORCA Club, or Golf Club, TNT shall apply the Rateable Value Pricing Policy to calculate the level of your Monthly Subscription Charges based on the RV of your Premises. These are set out in your Welcome Letter or as notified to you by us from time to time in accordance with Clause 7.6 and Clause 7.7.
- (b) Where the Premises falls into the Categories of: General, Bookmakers, Sports Club (non-Golf) or General Licensed, the Monthly Subscription Charges shall be as set out in your Welcome Letter or as otherwise notified to you by us from time to time in accordance with Clause 7.6 and Clause 7.7.
- (c) Where the Premises falls into the Hotel or General Offshore Category, your Monthly Subscription Charges shall be based on the number of Rooms in your Premises in accordance with Schedule 3 (*Hotel, General Offshore and SMATV Systems*) and shall be as set out in your Welcome Letter or as otherwise notified to you by us from time to time in accordance with Clause 7.6 and Clause 7.7.

7.6 Without prejudice to Clause 7.7, TNT can change the Monthly Subscription Charges, the price bands and/or review its pricing structure (including, for the avoidance of doubt, those applicable under the Rateable Value Pricing Policy) generally at any time. To the extent any such changes affect the charges payable by Recipient, TNT will publish any changes online at <https://www.tntsportsbusiness.co.uk/terms-and-conditions> or any other online address TNT may notify from time to time (or may, at its discretion, notify Recipients individually by email or in writing), as follows:

- (a) for such changes which are material, at least one month before the change is due to take effect; and
- (b) for all other such changes, at least one day before the change is due to take effect.

7.7 Without prejudice to Clause 7.6, TNT may apply an increase to the TNT Sports Standard Rate once per calendar year, in accordance with RPI or lower, the increase date to be at TNT's discretion. The increase is based on changes in RPI over the 12 month period preceding the month during which TNT reviews its TNT Sports Standard Rate (using the latest published RPI). There may be a gap between the date TNT reviews the TNT Sports Standard Rate and the date TNT chooses to implement any increase. In this Agreement "**RPI**" means the Retail Prices Index All Items (or successor index) as published by the Office for National Statistics (or successor agency). For clarity, any increase in the TNT Sports Standard Rate by an amount up to and including the change in RPI over the previous 12 months will be deemed to have been made under this Clause 7.7, not under Clause 7.6.

7.8 TNT may refuse the Recipient's request to provide the Service based upon the results of an assessment of the Recipient's credit standing, including (without limitation) by using credit scoring. TNT may also assess the Recipient's credit standing from time to time during the Agreement. TNT shall apply reasonable practices for administering the Recipient's account based on the results of that scoring, including applying different payment terms to the

Recipient's account. TNT may use information from, and supply information to, outside agencies for this.

- 7.9 The Recipient must pay by direct debit or BACS transfer. Payment shall only be deemed effective once the full amount of such payment has been received in TNT's account in cleared funds. If you are unable to pay by such methods TNT may, at its discretion, agree to another payment method being used, however such payments may require collection by a third party and in all such circumstances a payment processing fee will be charged as set out in the Additional Charges Rate Card (available from TNT on request). This fee will be deducted from any money received before any payment is allocated against the charges for any Service.
- 7.10 Acceptance by TNT of any payment shall not be deemed to be a waiver of TNT's rights, notwithstanding such phrases as "complete and final payment" or "payment in full" or any such similar phrase accompanying the Recipient's payment.
- 7.11 The Channels available to you are as listed in your Welcome Letter. The Recipient cannot choose individual channels within the TNT Sports Pack separately.
- 7.12 If payment of any charges becomes subject to withholding tax, levy or similar payment obligation imposed by a foreign tax authority on sums due to TNT under the Contract such withholding tax amounts will be borne and paid for by the Recipient in addition to the sums due to TNT. The Recipient will provide TNT without charge the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by the Recipient.

## **8. Viewing Cards**

- 8.1 A Viewing Card shall only be used by the Recipient at the Premises. A Viewing Card will be used only to receive and exhibit the Service at the Premises designated for that Viewing Card. For the avoidance of doubt the Recipient may not use the Viewing Card at any other premises other than the designated Premises.
- 8.2 The Recipient will not part with possession of a Viewing Card. If the Recipient does, or TNT has reasonable grounds to believe that the Recipient has, TNT may (without prejudice to its other rights under this Agreement) invalidate the Recipient's Viewing Card(s) or cause them to be invalidated.
- 8.3 The possession of a Viewing Card shall not entitle the Recipient to receive the Service.
- 8.4 The Recipient will not tamper with a Viewing Card or use or allow it to be used in any way or for any purpose which TNT has not authorised.
- 8.5 In order to receive the Service without interruption the Recipient's Viewing Card must be kept in the Satellite Receiver Box at all times and the Recipient is advised to keep the Recipient's Satellite Receiver Box connected to a mains supply (and suitable satellite dish) and on standby mode while not in use. Neither the Viewing Card, nor the software in the Satellite Receiver Box is not and shall not become the Recipient's property. The Recipient must not tamper with the software or allow anyone else to do so.



- 8.6 The Recipient must Activate the Recipient's Viewing Card(s) within ten (10) days of:
- (a) receipt of the Viewing Card(s) from TNT where TNT have provided the Recipient with new Viewing Card(s); and
  - (b) the date of this Agreement where the Recipient receives or has received Viewing Card(s) from a third party.

If the Recipient fails to do so, TNT may cancel this Agreement and the Recipient will pay the cancellation charges as set out in Clause 17.5 (a).

- 8.7 From time to time, for security or other reasons, TNT understands that Sky may replace the Recipient's Viewing Card. If the Recipient receives a new Viewing Card from Sky the Recipient must:

- (a) check that the new Viewing Card is enabled for the Service; and
- (b) inform TNT of the new Viewing Card number,

immediately and provide the details of such replacement Viewing Card(s).

- 8.8 If the Recipient fails to provide such information to TNT under Clause 8.7 or Clause 8.14 the Service may not be available and may result in the Recipient being unable to exhibit the Service. In the event of any inability to exhibit the Service at any of the Premises, the full charges shall still be payable in accordance with Clause 7 and, notwithstanding Clause 14, TNT shall have no liability for the failure to exhibit the Service.

- 8.9 The validity of a Viewing Card shall at all times be at TNT's sole discretion. TNT may at any time invalidate Viewing Cards to protect the security of the conditional access system or if TNT believes the Recipient is using or permitting the use of a Viewing Card in an unauthorised manner or for unauthorised purposes or otherwise if it is reasonable to do so. TNT understands that Sky may also invalidate cards in these circumstances. If a Viewing Card is invalidated by TNT or Sky, TNT shall have no liability under this Agreement to provide the Service.

- 8.10 Additional Viewing Cards are available upon request from TNT which TNT may provide at its sole discretion.

- 8.11 If a Viewing Card is misused by the Recipient, TNT may invalidate the card with immediate effect, without notice.

## **Lost, Stolen, Damaged or Malfunctioning Viewing Cards**

- 8.12 If the Recipient's Viewing Card supplied by TNT is lost, stolen, damaged or fails to work the Recipient must immediately notify TNT using the contact details set out in your Welcome Letter or the contact details otherwise notified to the Recipient by TNT. Subject to Clause 8.13, TNT may charge the Recipient for the cost of replacing a Viewing Card that is lost, stolen, damaged, fails to work, or which TNT decides (at TNT's sole discretion) to replace due to the Recipient's failure to take adequate security precautions as set out in Clause 10. TNT will invalidate any Viewing Card that you tell us is lost, stolen, missing, does not work or is replaced.
- 8.13 Where the Viewing Card supplied by TNT is damaged or fails to work, the Recipient must return it to TNT (or as it directs). If the Viewing Card fails to work because of any malfunction which, in TNT's sole opinion, arose because of a defect existing when the Viewing Card was supplied to the Recipient, TNT shall replace the Card free of charge or procure its replacement. If the Card is faulty or damaged or fails to work in any other way and/or the Recipient does not return the Card to TNT, then TNT can charge the Recipient the cost of replacing it.
- 8.14 If a Viewing Card supplied by any third party is lost, stolen, damaged or fails to work, the Recipient must contact the third party to arrange a replacement. You must also advise TNT using the contact details set out in your Welcome Letter to ensure that TNT can activate the Service on your replacement Viewing Card.

## **9. Change of Law / Intervention by a Regulator**

9.1 In the event of:

- (a) any intervention by a competent regulator (or any other government department, body or authority that has regulatory purview overseeing this Agreement) seeking amendment to, addition to or deletion of any provision of this Agreement or annulment or termination of this Agreement; or
- (b) both parties being unable to perform their respective obligations under this Agreement as a result of regulatory or legal action, the judgement of a court of competent jurisdiction or any other competent governmental, regulatory, judicial or administrative authority; or
- (c) any change to any applicable national or international law or a clarification to any such law that either:
  - (i) materially affects either party's ability to comply with its obligations under this Agreement; and/or
  - (ii) renders any provision of this Agreement void or unenforceable, both parties will enter into good faith discussions with a view to amending this Agreement by:
    - (i) altering or deleting the affected provisions; and

(ii) inserting such alternative or additional provisions, in each case as is, reasonable, fair and equitable taking into account all relevant circumstances.

## **10. System Security**

- 10.1 Subject to the terms of this Agreement, the Recipient shall have the right to receive the Services at the Premises throughout the Agreement and shall be authorised by TNT to distribute the Services to allow them to be exhibited within the Premises via the Approved Distribution System on Approved Display Devices only.
- 10.2 The Recipient shall take all steps necessary and consistent with its obligations under this Agreement to ensure that the Systems and the Service are protected, and in particular the Recipient shall, at TNT's request:
- (a) identify to TNT the details of the Recipients Security Contact who will act as a single point of contact for any security issues; and
  - (b) ensure appropriate security training is provided to staff in relation to the System and maintain the records of training which shall be made available for audit by TNT; and
  - (c) ensure the Recipient operates a proactive strategy to minimise the risk and effects of fraud and other security risks in relation to the Systems and the Service and maintain processes to monitor such risks and effects.
- 10.3 The Recipient shall ensure that the Systems are securely located in a locked storage area with limited controlled access. The Recipient shall implement security measures across all components of the System, such that they safeguard the confidentiality, availability and integrity of the Service. The Recipient will provide TNT with full documentation in relation to the implementation of security in relation to delivery of Services and shall ensure that the implementation and management of security of the System:
- (a) reduces the risk of misuse of the Systems and/or Service, which could potentially cause loss of revenue to TNT or loss of Service; and
  - (b) detects any security breaches that occur, enabling quick rectification of any problems that result and identification of the individuals who obtained access to the Systems and determination of how they obtained it.
- 10.4 The Recipient shall report to TNT promptly any potential misuse of the Systems or the Service via the contact details set out in your Welcome Letter.
- 10.5 Upon request, the Recipient shall promptly provide to TNT a written report with details of any security incident, a remedial plan and a timetable for achievement of the planned improvements and steps to be taken to avoid a repeat of the incident. If any audit or investigation reveals that there is a potential risk to the security of the Systems or Service in the Recipient's processes, the Recipient shall promptly correct that security risk.
- 10.6 TNT or our appointed representatives reserve the right to conduct security audits from time to time, on any or all aspects of the Service at the Premises. Subject to TNT providing the Recipient with reasonable notice, the Recipient or its representatives shall provide TNT with, access and assistance as necessary and appropriate to allow such audits to be undertaken. The Recipient will work with TNT to implement any recommendations and carry out any corrective

action that TNT deems necessary resulting from the audit within 30 days of being notified by TNT or such period as agreed between the parties. TNT has the right to terminate the Agreement if the Recipient does not carry out such required corrective actions within the timeframes set out in clause 17.4 (e).

## **11. Satellite Equipment for the Premises**

- 11.1 To be able to use the Service, the Recipient needs a working set of Satellite Equipment. This must be installed before the Service can be provided. Any installation of Satellite Equipment is at the Recipient's own cost and the Recipient's own liability and risk. Any Installation charges will form part of any up-front payment to TNT.
- 11.2 Some Satellite Receiver Boxes require an internet connection to access additional functionality and/or interactive services. For such Satellite Receiver Boxes, some of the additional functionality and/or interactive services may be wholly or partly unavailable with internet connections below certain speeds.
- 11.3 Where the Recipient does not have a working set of Satellite Equipment, TNT can introduce the Recipient to an Authorised Equipment Installer. At the Recipient's option, the Recipient may choose to contract with the Authorised Equipment Installer for installation of a set of Satellite Equipment. Any contract for the installation is made between the Recipient and the Authorised Equipment Installer, and the Recipient does so at the Recipient's own risk and liability.
- 11.4 For the avoidance of doubt, TNT makes no warranty and shall have no liability in respect of any Satellite Equipment and/or its installation procured by the Recipient pursuant to Clause 11.3.

## **12. Data Protection and Privacy**

- 12.1 Where TNT or a TNT affiliate collects personal data, it shall ensure the personal data processed it in accordance with the Warner Bros. Discovery business partners Privacy Policy as updated from time to time which can be found at <https://warnermediaprivacy.com/policycenter/b2b/> or such other URL TNT notifies to you. As used in this clause, "personal data" and "process" have the meanings given to them by applicable data protection law.
- 12.2 For Premises which are in the category of Public House, Golf Club and Sport Club (non-Golf) only, TNT runs a service called 'TNT Sports Pub Finder' which aims to improve customer experience by allowing individuals to find premises that show the TNT Sports and/or ESPN Channels. By taking the Service, the Recipient agrees that the Recipient's Premises will be included in TNT Sports Pub Finder and that the details of the Recipient's Premises (including the name, address, postcode, phone number and website (where applicable)) may be on our website(s) in order to facilitate such services. You will not enter any "personal data" (as defined by applicable data protection law) into any TNT Sports Pub Finder tool.

## **13. Marks**

- 13.1 The Recipient acknowledges that certain proprietary items (collectively referred to as the "Marks"), including but not limited to the names of the Channels, trade names and marks,

service marks, logos and characters used in connection with the Channels, titles of programmes on Channels, the corporate names of TNT and/or the third party broadcasters of individual channels and any other names used by any of them from time to time are the exclusive property of TNT or the third party broadcasters (as the case may be) or their respective licensors and that the Recipient does not acquire any proprietary rights in the same under this Agreement. The Recipient may not use the Marks without TNT's prior written consent.

- 13.2 All rights, title and interest in and to the Channels and all programmes, advertising and promotional materials, ideas, formats and concepts contained therein or used in connection therewith (including all copyrights) shall, as between the parties, at all times be the sole property of TNT or the relevant third party broadcaster (as the case may be) and the Recipient shall not make any express or implied claim to the contrary. The Recipient shall not do anything that may indicate that any other programming is part of, or connected with, the Channels or originated by TNT.

#### **14. Liability**

- 14.1 Neither Party excludes or restricts in any way its liability under or in connection with this Agreement:

- (a) for death or personal injury caused by its negligence; or
- (b) to any extent not permitted by law.

- 14.2 Neither the Recipient or TNT will be liable to the other (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage, for:

- (a) any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with the Agreement or any part of it: loss of profit, loss of revenue, loss of business, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or
- (b) any indirect or consequential loss or damage whatsoever.

- 14.3 As set out in Clause 11.3, TNT excludes all liability in respect of: (i) any Satellite Receiver Box and/or other Satellite Equipment procured by the Recipient from any Authorised Equipment Installer; and/or (ii) any installation carried out by any Authorised Equipment Installer. Any defect, or problem with any such Satellite Equipment and/or installation, is the liability and responsibility of the Authorised Equipment Installer who installed it.

- 14.4 TNT shall have no liability under this Agreement in respect of any of the following:

- (a) any defect in a Viewing Card attributable to any manufacturing error or any unauthorised use of, or tampering with, the Viewing Card, negligence by the Recipient or failure to follow TNT's user instructions;

- (b) any use of a Viewing Card with any decoding apparatus not authorised by TNT; and
  - (c) the termination of this Agreement in accordance with its terms.
- 14.5 Subject to Clauses 14.1 to 14.4 inclusive, each party's liability to the other under or in connection with the Agreement for all and any direct loss or damage of any kind howsoever arising in any circumstances whatsoever at any time shall not in any event exceed an amount equal to 125% of the total amount received from the Recipient under this Agreement by TNT for the 12 months immediately preceding the month of the date when the first incident upon which the claim is based occurred (excluding VAT).
- 14.6 The limit of liability referred to in Clause 14.5 will not apply in respect of claims brought under Clauses 4.3 to Clause 4.9 inclusive and Clause 22.4.
- 14.7 Nothing in this Clause shall exclude or limit the Recipient's liability to pay (without set off) the charges.

## **15. Copyright**

- 15.1 The Recipient shall not copy (other than as permitted by sections 30(2) or 70 of the Copyright, Designs and Patents Act 1988 ("the Act")), redistribute or relay any of the Channels or any part of them in the Premises or elsewhere (other than as expressly permitted by this Agreement) or otherwise deal with the Channels or any part of them (other than as expressly permitted by section 30(2) of the Act).
- 15.2 The Recipient shall not exhibit any of the Channels or any part of them in public in circumstances where the audience has paid for admission (within the meaning of the Act) to the place of exhibition (including for the avoidance of doubt, the Premises, or any part thereof) or otherwise make any charge (whether direct or indirect) to any person for any of the Channels (including for the right to receive any Channel or for viewing of any Channel(s) or programme(s)).
- 15.3 TNT may disable or alter remotely (or procure the disablement or alteration of) certain functions of the Recipient's Satellite Receiver Box so as to prevent the Recipient from copying the Channels and TNT may prevent the Recipient from receiving the Service if the Recipient's Satellite Receiver Box allows copying of Channels which TNT is bound by contract or applicable law to prevent.

## **16. Variation of the Agreement**

- 16.1 TNT may at any time change or add to the terms of this Agreement as it believes necessary. Notice of such changes or additions, or any other notice may be given by TNT via <https://www.tntsportsbusiness.co.uk/terms-and-conditions>, by email, in writing, or at any online address that TNT may advise the Recipient, such notice to be given before any change comes into effect.

## **17. Termination or Suspension**

- 17.1 The Recipient may terminate this Agreement by giving TNT no less than thirty (30) days' written notice:
- (a) if TNT has given notice to the Recipient of a variation in accordance with Clause 6.8, Clause 7.6 and/or Clause 16, which results in a material detriment to the value of the Service as it pertains to the Recipient's Premises, such termination shall not take effect until the date on which such variation takes effect; or
  - (b) for convenience, and where Recipient terminates this Agreement before the end of the Minimum Period then TNT will be entitled to claim Early Termination Charges under Clause 17.5.
- 17.2 If the Recipient wishes to terminate this Agreement pursuant to Clause 17.1(a), such notice must be given by the Recipient by no later than thirty (30) days after the date on which the variation or restriction is notified.
- 17.3 For the avoidance of doubt, the removal of any Bonus Channels from the Recipient's Service, the changing of a Bonus Channel to an Additional Channel (for which Additional Charges shall apply) or an increase in the charges in accordance with Clause 7.7 shall not constitute a variation for the purposes of Clause 17.1(a).
- 17.4 TNT may terminate this Agreement at any time:
- (a) by giving to the Recipient seven (7) days' written notice if the Recipient breaches any provision of this Agreement (including non-payment of any charges due under this Agreement); or
  - (b) immediately upon written notice where the Recipient goes into receivership or liquidation (other than for the purposes of solvent amalgamation or reconstruction) or become bankrupt or insolvent or make any composition with the Recipient's creditors; or
  - (c) by giving at least thirty (30) days' written notice to the Recipient; or
  - (d) by giving to the Recipient seven (7) days' written notice if the Recipient is in breach of the terms (including but not limited to the payment terms) of any other agreement between the Recipient and TNT including but not limited to contracts for the provision of telecommunication services; or
  - (e) immediately upon written notice where: (i) the Recipient's receipt of the Service or exhibition of the Channels infringes any applicable law; or (ii) the Recipient is in breach of any material obligation, undertaking or warranty in this Agreement and, where such breach is capable of remedy, fails to remedy the same within fourteen (14) days of receipt of notice of such breach; or (iii) the Recipient is in breach of any material obligation, undertaking or warranty in this Agreement and such breach is incapable of remedy; or

- (f) immediately upon written notice in the event that the Service is no longer distributed over the Sky Digital Satellite Platform; or
- (g) immediately upon written notice in the event that the Recipient does not Activate any Viewing Card(s) within the time periods set out in Clause 8.6.

17.5 If:

- (a) the Recipient cancels the Agreement before the Service is provided the Recipient will pay cancellation charges based on TNT's reasonable costs;
- (b) the Agreement is terminated in whole or in part during the Minimum Period (other than in accordance with the provisions of Clauses 17.1 (a), 17.4 (c), or 17.4 (f)) the Recipient shall pay to TNT within thirty (30) days of such a termination, early termination charges, by way of compensation, equal to the balance of the Monthly Subscription Charges (based on the Services received at the termination date) that would have been due for the remainder of the Minimum Period under Clause 7. Clause 17.5 (b) will not apply if:
  - (i) the Recipient terminates the Agreement or Service during the Minimum Period in accordance with Clause 24.3; or
  - (ii) the Recipient gives notice to terminate the Agreement within one month of TNT notifying the Recipient of a material change in accordance with Clause 17.1 (a); or
  - (iii) TNT terminates the Agreement during the Minimum Period in accordance with Clauses 17.4 (c) or 17.4 (f).

Early Termination Charges will not be subject to VAT.

This Clause 17.5 shall be without prejudice or limitation to any other remedies available to TNT in respect of any breach of Agreement by the Recipient.

- 17.6 Following termination of this Agreement, any Viewing Cards supplied to the Recipient under this Agreement will be invalidated and the Recipient will no longer be entitled to receive the Service.
- 17.7 No refund of charges will be made to the Recipient where TNT terminates this Agreement in accordance with Clause 17.4 above.
- 17.8 Termination of this Agreement for whatever reason shall not affect the rights or remedies of either party in respect of any antecedent breach of this Agreement. Termination will not affect, suspend or release the parties from their rights, liabilities and obligations which are expressly or impliedly to survive termination.
- 17.9 TNT may suspend supply of the Service at any time without notice to the Recipient by invalidating or causing the invalidation of the Recipient's Viewing Card if charges owed to TNT



by the Recipient are overdue or if the Recipient is in breach of the Agreement. Suspension will not affect TNT's right to terminate this Agreement under this Clause 17. The Recipient will continue to pay all charges, fees and payments during any period of suspension.

17.10 Clauses 7.4, 8-10 (inclusive), 14, 18 and 19 shall continue to apply after the date on which this Agreement is terminated in the event that the Recipient's Viewing Card(s) are not returned to TNT or if such Viewing Card(s) are not invalidated.

17.11 Clauses 8 to 10 (inclusive), 14, 18 and 19 shall continue to apply for two years after the date on which this Agreement is terminated.

## **18. Confidentiality**

18.1 TNT and the Recipient will keep in confidence this Agreement and all Confidential Information, including charges, obtained under or in connection with the Agreement and will not disclose it to any party other than in confidence to:

- (a) their employees or employees of their Group Companies; or
- (b) their professional advisers; or
- (c) in the case of TNT, employees of its subcontractors,

who have a need to know such Confidential Information and to the extent necessary for performance of the Agreement or use of the Service.

18.2 Clause 18.1 will not apply to information which is:

- (a) in the public domain other than through a breach of the Agreement; or
- (b) in the possession of the Recipient or TNT without confidentiality restriction before disclosure under the Agreement; or
- (c) obtained from a third party who has a lawful right to disclose it; or
- (d) developed by the receiving party independently of and without access to Confidential Information obtained under the Agreement.

18.3 If either TNT or the Recipient receives a demand from a lawful authority, regulatory authority or court to disclose any Confidential Information provided to it by the other, it may comply with such demand if it has:

- (a) satisfied itself that the demand is lawful;
- (b) given the other party the maximum written notice permissible under the demand in which to make representations; and
- (c) marked the required information as the Confidential Information of the other party.

- 18.4 Information TNT holds about the Recipient may be used for fraud prevention and credit vetting purposes and this may include TNT sharing such information with third party companies including other communication companies.

## **19. Dispute Resolution**

The parties shall endeavour to resolve any dispute amicably. Any dispute shall be dealt with in accordance with this Clause 19.

### **Informal Dispute Resolution**

- 19.1 Level I: The parties agree to aim to work out a settlement within thirty (30) days following the day of written notification of a dispute. If an agreement cannot be reached, by the end of the thirty (30) day period the parties shall immediately sign a document containing information which is designed to assist resolution of the dispute (and which may be amended from time to time by either party) regarding what has been agreed and what remains in dispute between them on the date at which the negotiations failed, but either party can initiate Level II proceedings by notification to the other party whether or not such document was signed.
- 19.2 Level II: No later than two (2) weeks after Level II proceedings have been initiated representatives of both parties shall meet in person. If the parties do not meet or if during two weeks after such meeting and at the latest four weeks after Level II proceedings have been initiated, an agreement has not been reached, the parties will attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation.

### **Formal Dispute Resolution**

- 19.3 At any time, without reference to Level II in Clause 19.2 above, any dispute may be referred by either party to any competent regulatory/government authority and/or to a court of competent jurisdiction.

## **20. Right to Transfer Agreement**

- 20.1 TNT reserves the right at any time to transfer, novate or assign its rights and/or obligations under this Agreement to any company, firm or person provided that the transfer will not affect the Recipient's rights under this Agreement. The Recipient may not transfer, novate or assign any of the Recipient's rights and obligations under this Agreement.

## **21. Notices**

- 21.1 Any notice to be given under this Agreement must be in writing. A notice to the Recipient may be sent by fax or by pre-paid post or by email to, or in accordance with, the Recipient's details for correspondence set out in the Welcome Letter. Any notice to TNT must be sent by email or pre-paid post to the address set out in the Recipient's Welcome Letter (or such other address(es) as TNT may notify the Recipient). For the avoidance of doubt, a notice from TNT can be sent alone or with other material sent to the Recipient by TNT from time to time or pre-paid post to:

TNT:

TNT Sports Business, Gosforth Park Way, Salters Lane, Gosforth Business Park, Newcastle Upon Tyne, NE12 8ET

- 21.2 All notices shall be deemed (until the contrary is proved) to have been received three (3) days after posting or on the following day if sent by fax or email.
- 21.3 This Clause does not apply to notices given under Clause 16.1 and 17.9.

## **22. Miscellaneous**

- 22.1 A waiver by either party of a breach of any term or condition of this Agreement in one instance shall not be deemed as a continuing waiver or a waiver of any subsequent breach.
- 22.2 If any term of this Agreement is found or otherwise deemed to be void and/or unenforceable then it shall be severed and struck out of this Agreement. All the other provisions shall survive in full force and effect to the extent necessary to give effect to the intention of this Agreement.
- 22.3 The parties to this Agreement do not intend that any term of this Agreement shall be enforceable by a third party (as defined in the Contracts (Rights of Third Parties) Act 1999). For the purposes of this Agreement, from the commencement of this Agreement, the term "parties" means TNT and Recipient only.
- 22.4 The Recipient agrees to indemnify and hold TNT, its officers, directors and employees harmless from and against any and all claims, damages, liabilities, costs and expenses arising out of the breach of any representation, warranty, agreement or undertaking made by the Recipient under this Agreement.
- 22.5 References to "Viewing Card" and "Satellite Receiver Box" in connection with the provision of the Service under this Agreement shall be deemed to be (and shall be construed as) references to (if more than one) all Viewing Cards supplied pursuant to this Agreement and all Satellite Receiver Boxes used for the purposes of distributing the Service in accordance with the terms of this Agreement.
- 22.6 TNT may at any time, without notice to the Recipient, set off any liability that the Recipient may have to TNT (or any TNT group company), whether under this Agreement or otherwise, against any liability that TNT may have to the Recipient.
- 22.7 The Recipient acknowledges and agrees that it enters into this Agreement for its own benefit and for the benefit of each Recipient Beneficiary. The Recipient shall be responsible for procuring the compliance of each Recipient Beneficiary with the applicable terms and conditions of this Agreement. For the avoidance of doubt, this Agreement shall not give rise to any claims or rights of action by any Recipient Beneficiary against TNT.
- 22.8 TNT may take instructions from a party whom it thinks, with good reason, is acting with the Recipient's permission.

22.9 Orders placed for the Service are business to business transactions to which the Consumer Protection (Distance Selling) Regulations 2000 as amended by the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 do not apply.

### **23. Entire Agreement**

23.1 The Agreement contains the entire agreement between the Recipient and TNT and supersedes all previous understandings, commitments, representations, agreements, draft agreements, arrangements, undertakings, or prior collateral contracts of any nature made by the Recipient and TNT, whether written or oral relating to its subject matter.

23.2 The Recipient and TNT each agree that in entering into the Agreement they have not relied upon and have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) of any party (whether party to the Agreement or not) in relation to the subject matter of the Agreement, except for those contained in the Agreement.

23.3 Nothing in this Clause 23 excludes or restricts the liability of either the Recipient or TNT to the other arising out of pre-contract fraudulent misrepresentation or fraudulent concealment.

### **24. Matters Beyond Reasonable Control**

24.1 If the Recipient or TNT is prevented, hindered or delayed from performing any obligation under the Contract because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom the Recipient or TNT is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other for any resulting failure, delay, defect or omission in performing its obligations under the Contract.

24.2 TNT will not be liable for failure to or delay in supplying the Service if:

- (a) another supplier delays or refuses the supply of a service to TNT and no alternative service is available at reasonable cost; or
- (b) legal or regulatory restrictions are imposed that prevent TNT from supplying the Service.

24.3 If any of the events detailed in Clauses 24.1, 24.2 (a) and 24.2 (b) materially affects the performance of the Contract and continues for more than three months then the Recipient or TNT may terminate the Contract in whole or part by written notice to the other.

### **25. Law and Territory**

The Contract is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

**SCHEDULE 1**  
**RATEABLE VALUE PRICING POLICY**

*New policy revised and effective from 1 September 2023, subject to Paragraph 9*

1. Subject to Paragraph 9 of this Schedule 1 (New 2023 RV Implementation Terms), the Monthly Subscription Charges are determined by the RV for the Recipient's Premises that came into effect on 1 April 2023. The Recipient's Monthly Subscription Charges will continue to be determined by these rateable value listings until further notice by TNT, unless TNT deems the Recipient's Premise to be in a Category where RV does not determine pricing.
2. The RV for the Recipient's Premises means the rateable value as shown on the non-domestic rating list of the relevant valuation authority / association (for example the Valuation Office Agency (VOA), the Scottish Assessors Association (SAA); or the Valuation of Lands Agency (VLA) (or, in each case, any successor in function thereto)). The RV for the Recipient's Premises can be obtained from the government body responsible for setting rateable values in the Recipient's country of operation. A searchable database of the 2023 rating list for England & Wales can be found online at [www.voa.gov.uk](http://www.voa.gov.uk) and for Scotland at [www.saa.gov.uk](http://www.saa.gov.uk). A searchable database of the 2023 rating list for Northern Ireland can be found at [www.lpsni.gov.uk](http://www.lpsni.gov.uk).
3. It is the Recipient's responsibility to provide TNT with the necessary documentation evidencing the RV of the Recipient's Premises. Until the Recipient does so, TNT reserves the right to deem the RV to be £999,999 and the Recipient's Monthly Subscription Charges will be determined accordingly.
4. If a successful rateable value appeal is made for the Premises, the Recipient must notify TNT (with documentation and other evidence acceptable to TNT) confirming the change. TNT will amend the level of future Monthly Subscription Charges accordingly. In such circumstances TNT will allow the Recipient a credit for the difference between the previous and new Monthly Subscription Charges payable by the Recipient for the Premises. This credit will be made in respect of the shorter of:
  - (a) the period which is from the date from which the lower RV first applies until the date on which TNT receives proper notification from the Recipient of the change in RV; or
  - (b) twelve (12) months.
5. No credit or repayment will be due or made if notification of a decrease in RV is received by TNT after the end of the Agreement.
6. If the RV of the Recipient's Premises increases, the Recipient must notify TNT (with documentation or other evidence acceptable to TNT) confirming the change. When notified by TNT, the Recipient will immediately pay to TNT all additional sums due as a result of an increase in RV from the date on which such increase first applied to the Premises, together with interest on such additional monies at the annual rate of 2% above the base rate of Barclays Bank plc from time to time (compounded monthly).
7. If the RV of the Recipient's Premises increases and the Recipient does not notify TNT with appropriate evidence of the new RV, the Recipient will be liable to pay the difference between the Monthly Subscription Charges due based the Recipient's new RV and those based on the old RV, from the date the new RV came into effect, together with interest thereon.

8. The Recipient consents to TNT confirming and clarifying any information provided by the Recipient to TNT regarding the RV of the Recipient's Premises, with any and all appropriate organisations, bodies and local authorities.

9. **New 2023 RV Implementation Terms.**

- (i) If you sign up to a new contract or re-contract prior to 31 August 2023, TNT will continue determine your Monthly Subscription Charges using the 2017 RV for your Premises.
- (ii) If you sign up to a new contract or re-contract on or after 1 September 2023, subject to Paragraphs 9 (iii) and 9 (iv) below, this revised Rateable Value Pricing Policy will be used to determine the TNT Sports Standard Rate applicable to your subscription.
- (iii) If you are an existing customer within your Minimum Period as at 1 September 2023 and your Subscription Charges for your TV Premises are calculated using your 2017 RV, your TNT Sports Standard Rate will continue to be determined using your 2017 RV with any discounts applied to the Old TNT Sports Rate Card until the end of your Minimum Period.
- (iv) If you are an existing customer within your Minimum Period as at 1 September 2023 and your Subscription Charges for your TV Premises are calculated using your 2013 RV, your TNT Sports Standard Rate will continue to be determined using your 2013 RV with any discounts applied to the Old TNT Sports Rate Card until the end of your Minimum Period.
- (v) If your Minimum Period has ended, then this revised Rateable Value Pricing Policy will apply with effect from 1 September 2023 in determining your TNT Sports Standard Rate, subject to the provisions of sub-paragraphs (a) to (d) inclusive below.
  - a) If during your Minimum Period, or if you are outside of your Minimum Period then up until 31 August 2023, your Monthly Subscription Charges were determined using the 2017 RV for your Premises and the RV for your Premises under the new 2023 rates will increase, TNT will continue to use your 2017 RV applied to the New TNT Sports Rate Card to determine your Monthly Subscription Charges for as long as you remain a customer of TNT Sports. If you terminate and re-subscribe at a later date, or if you re-contract, this Paragraph 9(v) (a) will no longer apply to you and Paragraph 9(ii) will apply.
  - b) If during your Minimum Period, or if you are outside of your Minimum Period then up to 31 August 2023, your Monthly Subscription Charges were determined using the 2017 RV for your Premises and the RV for your Premises under the new 2023 rates will either remain the same or decrease, TNT will use your 2023 RV applied to the New TNT Sports Rate Card to determine your Monthly Subscription Charges.
  - c) If during your Minimum Period, or if you are outside your Minimum Period then up until 31 August 2023, your Monthly Subscription Charges were determined using the 2013 RV for your Premises and the RV for your Premises under the new 2023 rates would be higher than the RV for your Premises under the 2017 RV, TNT will use your 2017 RV applied to the New TNT Sports Rate Card to determine your Monthly

Subscription Charges for as long as you remain a customer of TNT Sports. If you terminate and re-subscribe at a later date, or if you re-contract, this Paragraph 9(v) (c) will no longer apply to you and Paragraph 9(ii) will apply.

d) If during your Minimum Period, or if you are outside your Minimum Period then up until 31 August 2023, your Monthly Subscription Charges were determined using the 2013 RV for your Premises and the RV for your Premises under the new 2023 rates will either remain the same or be lower than the RV for your Premises under the 2017 RV, then TNT will use your 2023 RV applied to the New TNT Sports Rate Card to determine your Monthly Subscription Charges.

(vi) The TNT Sports Standard Rate, New TNT Sports Rate Card and Monthly Subscription Charges will not include any previous discounts applied unless expressly stated in this Paragraph 9.

10. For the avoidance of doubt, this Schedule replaces any previous agreement, term, or condition regarding the Rateable Value Pricing Policy under your Agreement.

## SCHEDULE 2 APPROVED DISTRIBUTION SYSTEM

1. This schedule sets out how TNT will approve the Recipient's distribution system prior to TNT issuing the Recipient with the Viewing Cards and supplying the Service to the Recipient or at any time during this Agreement.
2. Upon written request, the Recipient shall provide TNT with a written description of the Recipient's distribution system ("Distribution System Specification"). The Distribution System Specification shall include but not be limited to:
  - An overall architectural diagram for the system;
  - A description of the main elements, their function/s and technologies employed, including but not limited to the distribution network, encoding profile (if applicable);
  - A description of the technologies and methods used to ensure the security and integrity of the end-to-end system;
  - A description of the security measures employed specifically to protect the distribution system head-end, including security technologies, physical security, access control;
  - A description of the Recipient's operational security policies and practices;
  - A description of what system logs are maintained; and
  - In providing the above information the Recipient should identify how the Security requirements set out in Clause 10 are to be met.
3. Where different types or configurations of distribution systems are installed at different Premises, the Recipient shall provide descriptions of each of the types and details of which Premises they are in, or will be installed in.
4. Subject to TNT giving the Recipient reasonable notice and further to the information provided by the Recipient in this Schedule, TNT may request an inspection of the Premise(s) and distribution system.
5. Following receipt of the Distribution System Specification TNT shall review it and either (i) approve the distribution systems and issue the Viewing Cards to the Recipient; (ii) recommend changes to the distribution system; or (iii) reject it and terminate the Agreement in accordance with Clause 17.4.
6. The distribution system shall not be deemed to be an Approved Distribution System until TNT have issued such an approval to the Recipient in writing.



## SCHEDULE 3

### HOTELS, GENERAL OFFSHORE AND SMATV SYSTEMS

Where the Premises is within the Hotel or General Offshore Category, or where the Recipient otherwise makes use of a SMATV System, the following additional terms and conditions shall be incorporated into this Agreement:

#### 1. Rights and Limitations

- 1.1 This Agreement gives the Recipient the right to receive the applicable Service at the Premises via digital satellite equipment using Viewing Card(s): and
  - (a) simultaneously to retransmit the Service via a SMATV System only to Rooms in the Premises for viewing only on Approved Display Devices; and
  - (b) where the Recipient exhibits the Service in any Bar(s), the Recipient may do so only within the Bar(s) of the Recipient's Premises and only Approved Display Devices.
- 1.2 Nothing in this Agreement shall give the Recipient the right to distribute, exhibit or otherwise show any of the Channels in the Service otherwise (including but not limited to via a computer terminal or similar equipment) or in any other area of the Premises.
- 1.3 Subject to any restrictions on distribution or exhibition, the Recipient must distribute all of the Channels in the Recipient's Service in full at all times to every Room in the Premises.

#### 2. Recipient's Obligations

- 2.1 The Recipient must accurately list the number of Rooms, Bars or Points at the Premises in accordance with the remainder of this Clause 2. The Recipient may only show the Service at the number of Rooms, Bars or Points that the Recipient has notified to TNT.
- 2.2 If the number of Rooms, Bars or Points in the Premises is to increase at any time, the Recipient must notify TNT in writing of the date that such increase shall take effect at least fourteen (14) days' prior to the date that such increase takes effect. If the Recipient fails to give such notice, TNT may choose to remedy the Recipient's breach by giving the Recipient the right to distribute the Service to such Rooms or Points retrospectively but nothing in this Agreement shall oblige TNT to do so. If TNT does choose to do so, then on receipt of a written demand from TNT, the Recipient will immediately pay the Monthly Subscription Charges backdated to the date from which the Service has been supplied to such Rooms, Bar, or Point(s) together with interest at the annual rate of two per cent (2%) above the base rate of Barclays Bank plc (from time to time) on the Monthly Subscription Charges for such period, compounded monthly.
- 2.3 If the number of Rooms, Bars or Points in the Premises decreases at any time, the Recipient must notify TNT in writing of the date that such decrease shall take effect at least fourteen (14) days' prior to the date that such decrease takes effect stating the effective date of the

decrease. The number of Rooms or Points or IPTV Points must not decrease to less than two (2). Early termination charges will apply to the Rooms or Bars, as set out in Clause 17.5.

2.4 The Recipient warrants and represents that throughout the Agreement (or at the date of this Agreement where expressly specified):

- (a) that the information provided when the Recipient entered into this Agreement (including the number of Rooms, Bars, and Points at the Premises and the number of Bars in which the Recipient will receive the Service) is correct as at the date of this Agreement;
- (b) the Premises has a SMATV System and the Service will be distributed at all times to two or more Points within the Premises only by such SMATV System; and
- (c) the Recipient will procure, install and maintain at the Recipient's cost and expense all equipment required to perform and comply with this Agreement and have in place all consents needed for the operation and maintenance of such equipment. The Recipient agrees to produce copies of consents to TNT on request;
- (d) where the Recipient's Service is exhibited in the Recipient's Bar(s), the Bar(s) are and shall remain public licensed bar(s) in the Recipient's Premises (unless TNT agree that the Recipient may exhibit the Channels in any Communal Areas of the Recipient's Premises which are not licensed bars);
- (e) where the Recipient's Service is exhibited in the Recipient's Bar(s), at least one Satellite Receiver Box will be connected to at least one Point in the same Bar at all times; and
- (f) where the Recipient's Service is exhibited in the Recipient's Bar(s), the Satellite Receiver Box(es) in that bar shall not be connected to Points outside that Bar, including Points in any other bar.

2.5 The numbers of Rooms, Bars and Points that the Recipient has told TNT are at the Recipient's Premises are set out in your Welcome Letter. If this information is inaccurate the Recipient must tell TNT immediately. Upon TNT's request, the Recipient shall confirm in writing the number of Rooms, Bars and Points within the Recipient's Premises and the Recipient hereby agrees to allow TNT or its authorised representative, on reasonable notice to the Recipient, to access the Recipient's Premises in order to audit this information within the Recipient's Premises and the Recipient's compliance with the terms and conditions of this Agreement.

### **3. Service**

3.1 With the exception of General Offshore Premises, the Recipient may only exhibit the Channels in the Recipient's Bar(s) if the Recipient also distributes the Channels to Rooms in the same Premises.

3.2 The Recipient will receive all the Channels that form part of the Recipient's Service in the Recipient's Rooms and in the Recipient's Bar(s).

#### **4. Monthly Subscription Charges**

- 4.1 The charges will be as set out in the Welcome Letter, subject to a minimum charge of £60.00 per Premises (excluding VAT) until the 31<sup>st</sup> August 2023. From the 1<sup>st</sup> September 2023 the minimum charge will be £75 per Premises (excluding VAT).
- 4.2 If the number of Rooms in the Premises changes in any month, the Rooms Charge shall be either:
- (a) calculated using the monthly average number of Rooms (calculated by adding together the number of Rooms in the Premises on the first day and last day of the month in question and dividing the result by two); or
  - (b) amended with effect from the subsequent month,
- at TNT's sole discretion.
- 4.3 The Recipient's Monthly Subscription Charges for the Recipient's Bar(s) (the 'Bar Charge') shall be as set out in your Welcome Letter (or as varied by TNT from time to time pursuant to Clause 7.6 of the Conditions) and is calculated by reference to the number of Rooms in the Recipient's Premises. The number of Rooms in the Recipient's Premises will be calculated in accordance with the provisions of Clause 4.1 of this Schedule. If the number of Rooms changes and takes the Recipient into a new price band category under this Agreement, the Recipient's Bar Charge for that and subsequent months will change to the applicable monthly charge for that new price band category. If the number of Rooms changes in the middle of a month the monthly charge shall be calculated using the monthly average number of Rooms, as specified in Clause 4.2 of this Schedule. For the avoidance of doubt, an increase in the level of Monthly Subscription Charge attributable to an increase in number of Rooms in the Recipient's premises shall not constitute a material change for the purpose of Clause 17.1(a) of the Conditions.
- 4.4 The Total Monthly Subscription Charge in any month shall be the sum of the Rooms Charge and the Bar Charge.

#### **5. Viewing Cards**

- 5.1 During the Agreement, for such time as the Recipient fully complies with the terms of this Agreement the Recipient shall be entitled to:
- (a) one Viewing Card for each (i) Channel in the Recipient's Rooms Service or (ii) blade with the SMATV System. If any of the Recipient's chosen Channels include any multiplexes, the Recipient will be entitled to one Viewing Card for each such multiplex that the Recipient requested to receive; and
  - (c) one Viewing Card for each Bar in respect of which the Recipient subscribes. For the avoidance of doubt, the Recipient may exhibit the Bar Service on more than one Approved Display Device within the Bar.

## SCHEDULE 4 OFFERS

### General Conditions Applicable to all Offers

1. All Offers contained in this Schedule 4 are offered on a targeted basis to individual Recipients, at TNT's sole discretion.
2. Where an Offer has been provided by TNT under this Agreement as set out in your Welcome Letter, the terms of that Offer will form part of your Agreement. The terms of the Offer will be contained in this Schedule 4.
3. Capitalised terms in Offers shall, unless stated to the contrary in such offer, have the same meanings as terms defined in these Conditions.
4. TNT reserves the right to amend, or withdraw an Offer at any time without notice.
5. Where an offer on any TNT Sports Pack is available to "new" customers, this means customers who have not been in contract with TNT to receive a TNT Sports Pack at any time in the 90 day period before contracting with TNT for the Offer.
6. For clarity, unless otherwise expressly stated, you will lose the benefit of any Offers once your Minimum Period expires.

### Standard Installation Offer

#### Offer availability

The offer is available to Premises located on Mainland United Kingdom within the following Categories:

Public Houses ,  
CORCA Clubs ,  
Golf Clubs ,  
Sport Club (Non Golf),  
Hotels – Hotel Bars only,  
General Licensed ,

where such Satellite Equipment has not previously been provided by TNT or Sky or any third party.

Where the Recipient has previously had a free or discounted System from TNT or Sky or one has previously been supplied for the Premises, then the Recipient will not be eligible for this offer (subject to TNT's discretion to permit a further system if, for example, an on-going Monthly Subscription continues to be paid for in respect of the previously supplied system).

Mainland United Kingdom means England, Scotland, Wales and Northern Ireland but excludes all and any islands .

## **Terms of the Offer**

1. This Offer entitles the Recipient to Standard Installation of Satellite Equipment by the Authorised Equipment Installer (per Recipient and per Premises) at no additional charge provided you enter into an Agreement with TNT for the TNT Sports Pack for at least a 12 month Minimum Period unless otherwise agreed with TNT.
2. The offer is limited to one set of Satellite Equipment per Recipient and TNT will select the Satellite Receiver Box, satellite dish and any other equipment to be supplied under this offer. Such Satellite Equipment may not be new. Timing and supply of equipment and installation may be subject to availability delay and is to be organised between the Recipient and the Authorised Equipment Installer. Any warranty is provided by the Authorised Equipment Installer.
3. The Recipient must activate your Viewing Card within ten (10) days of the installation of the Satellite Equipment taking place. If the Recipient does not activate the Viewing Card within ten (10) days of installation then the Recipient will be liable to pay to TNT an amount equal to the full cost to TNT for the Satellite Equipment provided to the Recipient plus the full cost of installation services that the Recipient received under the terms of the Free Standard Installation offer (currently up to £380.50 excluding VAT).
4. The Satellite Equipment procured by the Recipient under this Offer must remain in the Premises throughout this Agreement.
5. If the Recipient:
  - (a) cancels the Agreement before the Service has been provided the Recipient will pay, by way of compensation;
    - (i) TNT's reasonable costs; and
    - (ii) the full costs of any Satellite Equipment received from TNT or its Authorised Equipment Installer and/or costs in respect of Standard Installation from an Authorised Equipment Installer; or
  - (b) terminate the Agreement before the end of the Minimum Period), the Recipient will pay;
    - (i) Early Termination Charges as set out in Clause 17.5 of the Conditions; and
    - (ii) the costs of any Satellite Equipment from TNT, its Authorised Equipment Installer, and/or costs in respect of Standard Installation from an Authorised Equipment Installer, which shall be calculated by dividing the total cost of the Satellite Equipment and Standard Installation by 12 and multiplying by the number of months for the remainder of the Minimum Period.
6. Clauses 11.3 and 14.3 of the Conditions apply to this Offer.

### **Standard installation**

7. TNT will introduce the Recipient to an Authorised Equipment Installer. The Recipient must contract directly with the Authorised Equipment Installer to install the Satellite Equipment.
8. The timings and logistics of such an installation are to be agreed between the Recipient and the Authorised Equipment Installer and will be subject to the availability of the Satellite Equipment.
9. The Recipient must ensure that the Authorised Equipment Installer's personnel are able to access the Premises on the appointed day.
10. The installation could take place at any time on the installation day.
11. During the installation there must be someone on-site at your Premises who has authority to:
  - (a) give the engineer access to the Premises and to show them where the Satellite Receiver Box and other equipment is to be installed;
  - (b) help the engineer with any questions they may have regarding the installation;
  - (c) provide authorisation for any additional work and costs that need to be carried out.
12. The Recipient must ensure that the engineer has access to all areas of the Premises, including the roof, on the day of installation.
13. So that we can test the system the Viewing Card must be activated on the day of installation.

### **Subject to Survey**

14. If the Authorised Equipment Installer's engineer considers that additional work is required beyond the Standard Installation, it may be necessary to carry out a site survey of the Premises on another day to provide an accurate scope and costing for the installation. If this is the case, the Authorised Equipment Installer will discuss this with the Recipient and all associated costs before any further work is carried out.

### **Consents and Permissions**

15. The installation of the Satellite Equipment may require that the Recipient obtains certain permissions or consents including but not limited to the consent of local authority, local council and/or the landlord of the Premises (if relevant) prior to the installation being carried out. It is the Recipient's responsibility for ensuring that all these agreements and consents have been obtained before the Authorised Equipment Installer commences installation.

### **Works Required and Payment**

16. A Standard Installation of Satellite Equipment assumes that no additional cabling, bracketry or other equipment is required or any works are required which are beyond the scope usual in a normal installation.
17. The costs of the Standard Installation will be subsumed within the Recipient's TNT Total Monthly Subscription Charges, at no additional cost to the Recipient. The Recipient will be responsible for meeting all costs of installation carried out beyond the Standard Installation in all cases. The Authorised Equipment Installer will inform the Recipient of the costs of installation of Satellite Equipment before commencing work. Alternatively, if the Recipient does not agree to those charges, the Recipient may cancel the installation.
18. Where the Recipient wishes to have the Satellite Receiver Box connected to a telephone (or the Recipient is required by TNT to have it connected pursuant to the Conditions or otherwise), it is the Recipient's responsibility to have a telephone socket available close to the location of the installed Satellite Receiver Box.
19. Where you wish to have the Satellite Receiver Box connected to the internet, you will require an accessible Wi-Fi connection or ethernet socket close to the location of the installed Satellite Receiver Box.
20. Unless TNT advises otherwise, and provided the Recipient does not already have digital satellite equipment, the number of Satellite Receiver Boxes covered under the Standard Installation for the Premises is restricted to a maximum of one (1).

### **Missed Installation**

20. In the event that the Recipient fails to comply with the terms of this Offer and the Authorised Equipment Installer is not able to access the Premises to carry out the Standard Installation, a missed installation fee may be charged to the Recipient by the Authorised Equipment Installer before they reattempt visiting the Premises to carry out such an installation. For the avoidance of doubt, such matters are to be dealt with between the Recipient and the Authorised Equipment Installer. TNT shall be under no obligation to carry out a Standard Installation itself or procure such a Standard Installation if the Authorised Equipment Installer refuses to carry out the work for any reason, at which point this offer will lapse.

## TNT/BBG New TNT Sports Customer Offer

1. For the purposes of this offer the following words and phrases shall have the following meanings:

**“BBG”** means AB InBev UK Limited trading as Budweiser Brewing Group UK&I;

**“BBG Brand”** means a draught keg: beer, lager, or cider (limited to Magners Original and Orchid Pig Reveller) product in each case the trademarks and/or trade names of which are owned by BBG or one of its group companies, or which BBG is licensed to distribute.

**“Existing BBG Customer”** BBG means a prospective Recipient who is stocking at least one of the BBG Brands as at the date of the Agreement;

**“Offer Discount”** has the meaning given to that term at Paragraph 2 below;

**“Offer Period”** has the meaning given to that term at Paragraph 2 below.

2. TNT shall provide Recipient with a discount of 50% of the TNT Sports Standard Rate (the **“Offer Discount”**) applicable to that Recipient (as the Monthly Subscription Charge maybe varied by TNT from time to time) for a period of 12 months (the **“Offer Period”**).
3. This offer is personal to the Recipient and shall not be transferable or used in conjunction with any other offers other than the Free Installation offer (unless agreed otherwise by TNT).
4. In order to qualify for this offer the Recipient must meet the following criteria:
  - (a) the Recipient is a new customer of TNT;
  - (b) the Recipient will enter into the Agreement and will arrange for the installation of at least one BBG Brand for a twelve (12) month minimum period;
  - (c) the prospective customer either (i) has Satellite Equipment installed at the premises where the Service would be received, or (ii) where the installation of the Satellite Equipment would be provided by TNT pursuant to the Free Installation offer, the prospective customer is willing to have the Satellite Equipment installed and has the necessary authority and permissions to allow such an installation, or (iii) the prospective customer is otherwise willing to have the Satellite Equipment installed (organised by them and at their own cost) and has the necessary authority and permissions to allow such an installation;
  - (d) where the Recipient is an Existing BBG Customer, the Recipient is willing to supply at least one additional BBG Brand for a further twelve (12) month minimum period.
5. The Recipient may be introduced to this offer by TNT or BBG.
6. Where the introduction is initiated by BBG:



- (a) **Step 1:** Recipient shall agree to installation of BBG Brand and indicates interest in entering into the Agreement;
  - (b) **Step 2:** With the Recipient's consent, BBG will advise TNT of the Recipient's interest and arrange for the Recipient to be passed to the appropriate TNT contact;
  - (c) **Step 3:** TNT will arrange for the Recipient to complete sign up to the Agreement and apply the Offer Discount;
  - (d) **Step 4:** TNT will install the Service and have it fully operational 30 days from being advised by BBG of the interest of the Recipient in taking up the offer.
7. Where the introduction is initiated by TNT or their agent-
- (a) **Step 1:** Recipient will enter into the Agreement and if Recipient indicates a willingness to add at least one (1) additional BBG Brand TNT will immediately apply the Offer Discount;
  - (b) **Step 2:** With the Recipient's consent, TNT will advise BBG of the account details;
  - (c) **Step 3:** Subject to Paragraph 9 and Paragraph 10 below, provided the Recipient adds at least one (1) additional BBG Brand within thirty (30) days of entering into the Agreement the Recipient will remain on the Offer Discount;
  - (d) **Step 4:** Subject to Paragraph 9 and Paragraph 10 below, BBG will advise TNT when installation is complete so that the Offer Discount remains in place;
8. If, for any reason the Agreement is not executed within thirty (30) days of a request for the installation of a BBG Brand, BBG will be entitled to terminate the installation of BBG Brand without liability to the Recipient.
9. If, for any reason, the BBG Brand is not installed within thirty (30) days of Step 2 at Paragraph 7(b) above, TNT will be entitled at its discretion to terminate/remove the availability the offer without liability to the Recipient.
10. If a delay in installing a BBG brand is caused due to the fault of BBG the Recipient will remain on the Offer Discount for such period that the failure to install remains the fault of BBG.
11. If the Recipient's installation of BBG Brand is terminated prior to the end of the Offer Period, but the Recipient will no longer be entitled to receive the Offer Discount.
12. One offer per Recipient.
13. This offer is subject to the Agreement which can be accessed at [www.tntsportsbusiness.co.uk/terms-and-conditions](http://www.tntsportsbusiness.co.uk/terms-and-conditions)
14. TNT may refuse fulfilment of this Offer to any Recipient in its reasonable discretion.
15. TNT may withdraw or amend any Offer at any time without notice.

## TNT/BBG Existing TNT Sports Customer Offer

1. For the purposes of this offer the following words and phrases shall have the following meanings:

“**BBG**” means AB InBev UK Limited trading as Budweiser Brewing Group UK&I;

“**BBG Brand**” means a draught keg: beer, lager, or cider (limited to Magners Original and Orchid Pig Reveller) product in each case the trademarks and/or trade names of which are owned by BBG or one of its group companies, or which BBG is licensed to distribute.

“**Discount Period**” means in relation to each Recipient, the period commencing on the Offer Start Date and continuing for the period during which the Recipient: (i) retains the installed BBG Brands; (ii) the Agreement remains in place between the Recipient and TNT; (iii) the agreement between BBG and TNT to make the offer available remains in force;

“**Offer Start Date**” the date upon which the additional BBG Brand(s) is (are) confirmed as installed by BBG;

“**Offer Discount**” has the meaning given to that term in Paragraph 2.

2. TNT shall provide Recipient with the following monthly discounts:

1 additional BBG brand carried	£20 discount (on the pre-tax amount) on Monthly Subscription Charge
2 additional BBG brands carried	£40 discount (on the pre-tax amount) on Monthly Subscription Charge
3 additional BBG brands carried	£70 discount (on the pre-tax amount) on Monthly Subscription Charge

During the Discount Period (the “**Offer Discount**”).

3. The offer is personal to the Recipient and shall not be transferable or used in conjunction with any other offers (unless agreed otherwise by TNT).
4. Where a BBG brand is removed the discount shall be reduced accordingly.
5. In order to qualify for this offer the Recipient must meet the following criteria:
  - (a) the Recipient has an existing Agreement with TNT; and
  - (b) the Recipient will arrange for the installation of at least one additional BBG Brand for a further twelve (12) month minimum period.
6. The order journey for a Recipient wishing to take up the offer shall normally follow the below steps unless otherwise agreed by the parties.

7. Where the introduction is initiated by BBG:
- (i) **Step 1:** Recipient agrees to installation of BBG Brand(s);
  - (ii) **Step 2:** With the Recipient's consent, BBG will advise TNT of the Recipient's interest and arrange for the Recipient to be passed to the appropriate TNT contact;
  - (iii) **Step 3:** TNT will confirm the Offer Discount, as set out in Paragraph 2, with the Recipient and confirm that this will be applied once the BBG brand installation has been completed;
  - (iv) **Step 4:** Subject to Paragraph 9 and Paragraph 10 below, BBG will advise TNT when installation is complete so that the Offer Discount can be applied to the customer account.
8. Where the introduction is initiated by TNT or their agent:
- (i) **Step 1:** Recipient agrees to add at least one (1) additional BBG Brand;
  - (ii) **Step 2:** With the Recipient's consent, TNT will advise BBG of the account details.
  - (iii) **Step 3:** Subject to Paragraph 9 and Paragraph 10 below, provided the Recipient adds at least one (1) additional BBG Brand within thirty (30) days of entering into the Agreement the Recipient will receive the Offer Discount upon confirmation of BBG Brand installation;
  - (iv) **Step 4:** Subject to Paragraph 9 and Paragraph 10 below, BBG will advise TNT when BBG Brand installation is complete so that the Offer Discount can be applied to the Recipient's account.
9. If, for any reason, the BBG Brand is not installed within thirty (30) days of the Offer Discount being applied, TNT will be entitled at its discretion to terminate the offer without liability to the Recipient.
10. In the event that the Discount Period is terminated the following shall apply in respect of the circumstances set out below:

Circumstances	Consequence
Recipient's installation of all BBG Brands to which the offer relates is terminated but the Recipient's Agreement remains in force	Recipient will no longer be entitled to receive the Offer Discount.
Recipient's installation of some but not all the BBG Brands to which the offer relates is terminated and the Recipient's Agreement remains in force	Recipient's Offer Discount will be reduced accordingly

If the agreement between BBG and TNT to make the offer available is terminated.	TNT may at its sole discretion elect to allow the Recipient to receive the Offer Discount for a period of twelve (12) months from the date that BBG and TNT agreement to make the offer available is terminated.
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11. One offer per Recipient.
12. This offer is subject to the Agreement which can be accessed at [www.tntsportsbusiness.co.uk/terms-and-conditions](http://www.tntsportsbusiness.co.uk/terms-and-conditions).
13. TNT may withdraw or amend any Offer at any time without notice.

**Prime Video Premier League Subscription 2023 Payment and Cancellation**

Prime Video Premier League Subscription 2023 Payment and Cancellation

1. This offer is available at TNT’s discretion to TNT Sports customers who have an active TNT Sports account and to non-TNT Sports Customers.
2. If you are an active TNT Sports Customer, you may opt to include the Prime Video Premier League Subscription 2023 to your Services as an Event and Clause 6.15 and 6.16 (Pay Per View Events (TNT Sports Box Office)) will continue to apply except for the Clause 6.16 C (Payment).
3. The below provides the Prime Video Premier League Subscription 2023 Charges and cancellation terms and supplements Clause 7 (Monthly Subscription Charges) and Clause 17 (Termination or Suspension) of the General Terms.
4. The Prime Video Premier League Subscription 2023 Charges are as follows:

If Prime Video Premier League Subscription 2023 is purchased before 23.59 on 24 November 2023	Early bird rates apply for existing TNT Sports Customers.  For Non-TNT Sports Customers the Prime Video Premier League Subscription 2023 Rate Card applies.
If Prime Video Premier League Subscription 2023 is purchased after 00.00 25 November 2023	Prime Video Premier League Subscription 2023 Rate Card applies.

5. If you add the Prime Video Premier League Subscription 2023 to your Service and you are an existing TNT Sports Customer:
  - a. if added before 23.59 on 31 October 2023 and subject to TNT’s discretion, you may choose to pro-rata your payment over the next 12 months from the date of order

- and the Prime Video Premier League Subscription Charges shall be billed in accordance Clause 7 (Monthly Subscription Charges) of the General Terms;
- b. if added before 23.59 on 4 December 2023, you may choose to pro-rata your payment over the next 6 months from the date of order and the Prime Video Premier League Subscription Charges shall be billed in accordance Clause 7 (Monthly Subscription Charges) of the General Terms;
  - c. you may opt to pay the Prime Video Premier League Subscription Charges in full in one payment at the time of purchase; or
  - d. you may choose to pay the Prime Video Premier League Subscriptions Charges in one full payment and such payment will be included in your next bill.
6. Non-TNT Sports Customers shall only be able to purchase the Prime Video Premier League Subscription by paying the Prime Video Premier League Subscription Charges in one full payment at the time of purchase.
  7. In the event there are any changes to the Recipient or the Premises as detailed in the Welcome Letter you must pay the outstanding Prime Video Premier League Subscription 2023 in full in order to continue to receive the Prime Video Premier League Subscription.
  8. The Prime Video Premier League Subscription 2023 can be cancelled without incurring Early Termination Charges if you cancel before 23.59 on 4 December 2023. The Prime Video Premier League Subscription 2023 will be cancelled on the date cancellation was requested and if you have already made any payments towards the Prime Video Premier League Subscription 2023 Charges you shall be entitled to a refund of any Prime Video Premier League Subscription 2023 Charges paid up until cancellation is requested.
  9. If you cancel the Prime Video Premier League Subscription 2023 after 00.00 on 5 December 2023 you will be billed the outstanding Prime Video Premier League Subscription 2022 Charges.
  10. You are not entitled to a refund of the Prime Video Premier League Subscription 2023 as a result of any of the fixtures in the Prime Video Premier League Subscription 2023 being rescheduled.
  11. If you are an existing TNT Sports Customer and you cancel or terminate your Service on or before 23:59 on 4 December 2023, TNT is entitled to claim Early Termination Charges in accordance with Clause 17 (Termination or Suspension) of the General Terms and if you have already made any payments towards the Prime Video Premier League Subscription 2023 Charges you shall be entitled to a refund of any Prime Video Premier League Subscription 2023 Charges paid up until cancellation. You may repurchase the Prime Video Premier League Subscription 2023 as a non-TNT Sports Customer and in which case Paragraphs 4 and 6 of this Offer shall apply.
  12. If you are an existing TNT Sports Customer and you cancel or terminate your Service on or after 00:00 on 5 December 2023, TNT is entitled to claim Early Termination Charges in accordance with Clause 17 (Termination or Suspension) of the General Terms and such Early Termination Charges will include the outstanding Prime Video Premier League Subscription 2023 Charges. Such Early Termination Charges shall be included in your final bill.

13. If your account has any debts or owed monies to TNT, then TNT will not make available and you will not be able to purchase this Prime Video Premier League Subscription. If your account falls into debt at any time, then TNT shall suspend your Prime Video Premier League Subscription until all debts in your account are paid to TNT.
14. Services as defined in the General Terms include the Prime Video Premier League Subscription 2023.
15. TNT may withdraw or amend any Offer at any time without notice.
16. This Offer is subject to TNT's Agreement for TNT Sports – Commercial Premises (Single Premises) which can be found at: [www.tntsportsbusiness.co.uk/terms-and-conditions](http://www.tntsportsbusiness.co.uk/terms-and-conditions)
17. For the purposes of this Offer the following words and phrases shall have the following meanings:

**TNT Sports Customer:** means a customer who is in contract with TNT for TNT Sports services and has an active TNT Sports account.

**Prime Video Premier League Subscription 2023:** means the premier league fixtures that are scheduled to be shown on 5, 6 and 26 December 2023 or the rescheduled date if any of the premier league fixtures on 5, 6 and 26 December 2023 are rescheduled. For the avoidance of doubt, Prime Video Premier League Subscription 2023 is an Event as defined in Clause 6.16.

**Prime Video Premier League Subscription 2023 Rate Card:** means TNT's standard price list for the Prime Video Premier League Subscription 2023 you have contracted for at your Category of Premises for all Categories except Public Houses in England, Wales and Scotland, which will be communicated to you at time of purchase and confirmed in an email post order. TNT may update the Prime Video Premier League Subscription Rate Card 2023 from time to time under Clause 7.6 of the General Terms.

## ANNEX 1 - The Logos

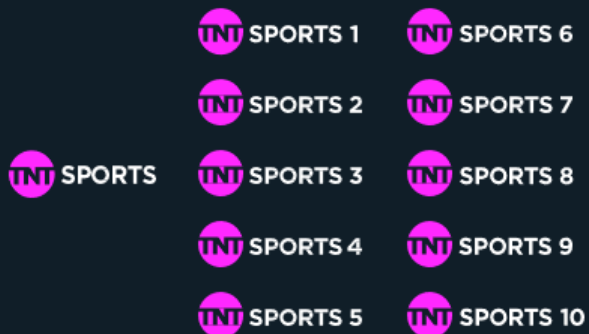
TNT SPORT LOGO & CHANNEL S 1-10  
STACKED ON DARK BACKGR OUNDS



TNT SPORT LOGO & CHANNEL S 1-10  
STACKED ON LIGHT BACKGR OUNDS



TNT SPORT LOGO & CHANNEL S 1-10  
HORIZ ON TAL ON DARK BACKGR OUNDS



TNT SPORT LOGO & CHANNEL S 1-10  
HORIZ ON TAL ON LIGHT BACKGR OUNDS



TNT SPORT BOX OFFICE & ULTIMATE  
ON DARK BACKGROUNDS



TNT SPORT BOX OFFICE & ULTIMATE  
ON LIGHT BACKGROUNDS



TNT SPORT BUGS

