



NEW SUBSCRIPTION

DIRECT-TO-HOME FOR E.U. RESIDENTS

PLEASE PRINT CLEARLY USING CAPITAL LETTERS.

The information you provide is used only to manage your contract / subscription and related matters.

SUBSCRIBER DETAILS & BILLING ADDRESS:

TITLE: _____
SURNAME: _____
FORENAME: _____
STREET & No.: _____
TOWN/CITY: _____
POSTCODE: _____
COUNTRY: _____
HOME PHONE: +____ / _____
MOBILE PHONE: +____ / _____
FAX: +____ / _____
EMAIL: _____

PAYMENT DETAILS: (✓ as appropriate)

FOR NEW SUBSCRIPTIONS THE TOTAL AMOUNT DUE IS: £138.00

(Annual Subscription is £85 + Smart Card Administration Fee of £30 + UK Value Added Tax at 20%)

- Please debit my VISA / MASTERCARD for £138.00. We do not accept American Express/Solo/Visa Electron/Diners Club
The billing address for my card is the same as that provided above.

CARD NUMBER: _____
VALID FROM: ____/____/____ VALID UNTIL: ____/____/____
CVC/SECURITY CODE: _____ ISSUE No: _____ *If shown*

BY SIGNING I AGREE TO SUBSCRIBE TO BBC ENTERTAINMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS ATTACHED TO THIS FORM AND CONFIRM THAT I HAVE OBTAINED THE NECESSARY EQUIPMENT REQUIRED TO RECEIVE A TV CHANNEL ENCRYPTED USING VIAACCESS.

BBC Entertainment does not allow third parties to act as its agent and all subscriptions must be directly between the subscriber and BBC Entertainment.

YOUR SIGNATURE: _____ DATE: ____/____/____

SMARTCARD ADDRESS:

I CONFIRM THAT THE BBC ENTERTAINMENT SMART CARD WILL BE INSTALLED AT THE FOLLOWING ADDRESS:

✓ HERE IF THE DETAILS ARE THE SAME AS THOSE PROVIDED OVERLEAF

STREET & No.: _____
TOWN/CITY: _____
POSTCODE: _____
COUNTRY: _____
HOME PHONE: +____ / _____
MOBILE PHONE: +____ / _____

DELIVERY DETAILS:

AS BBC ENTERTAINMENT IS A COMMERCIAL CHANNEL, WE CANNOT DELIVER CARDS TO UK ADDRESSES.
SMART CARDS ARE DISPATCHED USING AN INTERNATIONAL COURIER SERVICE (such as DHL or UPS) WHICH MEANS A SAFE AND QUICK DELIVERY. THESE COMPANIES WILL NOT BE ABLE TO DELIVER TO POST OFFICE BOXES.
PLEASE PROVIDE A SUITABLE DELIVERY ADDRESS WHERE SOMEONE WILL BE AVAILABLE TO TAKE AND SIGN FOR DELIVERY DURING DAYTIME HOURS AND A CONTACT NUMBER FOR USE BY THE COURIER IN CASE OF DIFFICULTY.

✓ HERE IF THE DETAILS ARE THE SAME AS THOSE PROVIDED OVERLEAF

CONTACT NAME: _____
STREET & No.: _____
TOWN/CITY: _____
POSTCODE: _____
COUNTRY: _____
DAYTIME PHONE: +____ / _____

SMARTCARDS ARE DISPATCHED AS SOON AS POSSIBLE, BUT PLEASE ALLOW UP TO 28 DAYS FOR DELIVERY.

PLEASE RETURN THIS FORM TO:
Entertainmentsubscriptions@bbc.com

Email: channels.feedback@bbc.com
Web: www.bbcentertainment.com

TERMS AND CONDITIONS

1. Licence

BBC Worldwide Limited of Woodlands, 80 Wood Lane, London W12 0TT ("BBCW") hereby grants to the Subscriber the non-exclusive right and licence to receive and retransmit the general entertainment television channel currently known as BBC Entertainment ("the Channel") in its entirety at the premises set out on the application form ("the Premises"). Any failure by the Subscriber to exercise the rights granted above for any reason shall not reduce the Subscription payable hereunder. Save for those rights expressly granted to the Subscriber, the Subscriber shall not by virtue of this Agreement acquire any rights in or title to the Channel or any part of the Channel.

2. Term

The term of this Agreement shall commence on the date of dispatch of the Smartcard to the Subscriber by BBCW and shall continue for a period of twelve (12) months. The Agreement shall be automatically extended for further periods of twelve months, subject to payment of the Subscription by the Subscriber, unless terminated by either party giving to the other party not less than fifteen days written notice to expire on the last day of the then current term.

3. Payment

3.1 In consideration of the rights hereby granted to the Subscriber, the Subscriber shall pay to BBCW a Subscription of £85 per annum in advance and a one-off fee of £30 for the Smartcard, which fee shall not be refunded by BBCW under any circumstances, plus VAT (if applicable)

3.2 In addition to the Subscription and the Smartcard access fee, the Subscriber shall pay and hold BBCW harmless from all taxes, currency conversion and transfer costs directly relating to this Agreement.

3.3 If the Subscriber is prevented by any law or regulation from remitting to BBCW any sum payable under the terms of the Agreement, the Subscriber shall pay that sum into an account in the name of BBCW as nominated by BBCW on the date provided for payment under the terms of the Agreement.

3.4 Acceptance by BBCW of any payment made by the Subscriber shall not be construed as a waiver of any of its rights under the Agreement.

4. New Premises

If the Subscriber moves to new premises ("the New Premises") the Subscriber shall notify BBCW immediately in writing of the address of the New Premises. On receipt of such notice BBCW may at its sole discretion elect whether to extend the licence granted by this Agreement to the New Premises or to terminate this Agreement with immediate effect. If the licence is extended to the New Premises the Subscriber shall be entitled to use the Smartcard at the New Premises and all references in this Agreement to the Premises shall be deemed to be references to the New Premises. If BBCW elects to terminate the Agreement, the Subscriber shall be entitled to a refund of a proportion of the Subscription paid by the Subscriber for the year in which the Agreement is terminated, such proportion to be equal to the proportion of that year remaining at the date of termination.

5. Rate Changes

BBCW may at its sole discretion increase the Subscription paid by the Subscriber under the Agreement with effect from each anniversary of the commencement of the Term on giving at least thirty (30) days prior written notice to the Subscriber. The Subscriber may, not later than fifteen (15) days after receipt of such notice, elect by notice in writing to BBCW to terminate this Agreement with effect from that anniversary. If the Subscriber does not elect to terminate this Agreement in accordance with this clause, the Subscriber shall pay the Subscription specified in the notice given by BBCW with effect from that anniversary.

6. Retransmission

6.1 The Subscriber shall be solely responsible for all charges, costs and expenses incurred in connection with the reception, decoding, retransmission and exhibition of the Channel including, without limitation, construction, equipment,

telecommunication and decoding charges. The Subscriber shall further be responsible for obtaining and paying for all necessary licences and permissions, if any, from collecting rights societies for the use of recordings of parts of the Channel for educational purposes, as permitted under the terms of this Agreement.

6.2 The Subscriber represents warrants and undertakes that the Subscriber:

6.2.1 shall neither make nor permit any use of the Channel in any way other than as expressly provided for under this Agreement

6.2.2 shall not record the whole or any part of the Channel except, subject to applicable local law, to play back recordings for educational purposes on the Premises or as is necessary to enable the Subscriber to comply with its statutory or regulatory obligations

6.2.3 shall not and shall not authorise any other party to commit any act which can reasonably be construed as having a materially adverse effect on the name, business or reputation of BBCW, the British Broadcasting Corporation ("the BBC"), any subsidiaries or associates of the BBC or the Channel.

7. Delivery

7.1 Delivery of the Channel shall be via satellite, and, as at the date of commencement of this Agreement, the Channel will be delivered to the territory in which the Premises are situated ("the Territory") via a digital carrier on the Eurobird 9 satellite. The Channel will be delivered in digital format encrypted in Viaccess standard. The Subscriber acknowledges that the Channel can only be received with a narrow band digital receiver equipped with a Smartcard in accordance with specifications issued by BBCW from time to time.

7.2 In no event shall BBCW be liable to the Subscriber in the event of any change in the means of delivery or form of the Channel signal (including, inter alia, the encryption standard) or the satellite by which the Channel is delivered provided always that BBCW shall use reasonable efforts to give the Subscriber 60 days prior notice of such change. For the avoidance of doubt the Subscriber shall not by virtue of any change of the means of delivery or form of the Channel signal or the delivery satellite pursuant to this Clause 7.2 be entitled to terminate this Agreement. The Subscriber shall be responsible for and shall pay all costs associated with obtaining and installing all new reception or decoding equipment required as a result of any such change.

7.3 BBCW makes no representation nor gives any warranty or undertaking in respect of the continuing availability, content or quality of reception of the Channel during the term of this Agreement. BBCW shall have the right to terminate this Agreement without liability to the Subscriber of any description with immediate effect upon written notice to the Subscriber at any time if the rights of BBCW to distribute the Channel in the Territory cease or if the Channel is withdrawn from distribution in the Territory for any reason. In the event of such termination which shall not constitute a breach of the Agreement, the Subscriber shall upon written application to BBCW be entitled to a pro rata refund of any Subscription paid in advance for the proportion of the year remaining at the date of termination.

7.4 In the event that the Channel signal is continuously unavailable in the Territory for a period exceeding thirty (30) days the Subscriber shall be entitled on written application to BBCW to a pro rata refund of any Subscription paid in advance for the period during which the signal is unavailable. Such unavailability shall not entitle the Subscriber to terminate the Agreement.

8. Administration/Smartcard

8.1 Upon receipt by BBCW of the Smartcard access fee referred to in Clause 3.1 of these Standard Terms and Conditions and subject to the Subscriber complying with all the terms and conditions of this Agreement, BBCW shall deliver to the Subscriber a BBC Entertainment smartcard ("the Smartcard").

8.2 The Subscriber undertakes to use the Smartcard only to receive and retransmit the Channel in accordance with the terms of this Agreement.

8.3 The Smartcard shall at all times remain the sole property of BBCW. The Subscriber shall not be entitled to transfer, lease, lend, give away or otherwise allow any other person to make use of the Smartcard. The Subscriber shall ensure that the Smartcard is stored in a secure place on the Premises at all times (unless, under the terms of this Agreement, the Smartcard is to be returned to BBCW) and that the Smartcard is used with care and in accordance with any instructions issued by BBCW.

8.4 The Subscriber shall notify BBCW immediately if the Smartcard is lost, stolen or ceases to function. If the Smartcard ceases to function because of a technical fault not caused by misuse, the Subscriber shall send the Smartcard back to BBCW. BBCW shall test the Smartcard and if it confirms the existence of a technical fault, BBCW shall promptly provide the Subscriber with a replacement Smartcard at no extra cost. In any other circumstances BBCW shall only provide a replacement Smartcard to the Subscriber on payment to BBCW of the cost of such replacement Smartcard in accordance with the BBCW price list in force at the time of replacement.

8.5 BBCW bears no responsibility for damage caused by installation of the Smartcard to the reception equipment of the Subscriber.

8.6 If so required to secure delivery of the Channel, the Subscriber shall, upon BBCW request, return the Smartcard to BBCW in exchange for a new Smartcard. BBCW reserves the right to charge an additional fee for replacement of Smartcards. If the Subscriber does not wish to accept such additional charge, the Subscriber may cancel the Agreement provided that the Subscriber shall immediately return the Smartcard to BBCW. In the event of such cancellation, the Subscriber shall be entitled to receive a refund of the Subscription proportionate to the remaining period of the Subscriber's subscription after such cancellation.

8.7 Without prejudice to any other right or remedy available to BBCW in such circumstances, BBCW shall be entitled to deauthorise the Smartcard at any time and without notice in the event of a breach or suspected breach by the Subscriber of its obligations under this Agreement.

9. Trade Marks

The Subscriber acknowledges that the name and logo of the Channel are the exclusive property of the BBC and are used under licence by BBCW. Save as expressly authorised herein the Subscriber shall not be entitled to duplicate or make use of by any means any of the name, trade marks, service marks or logos of BBCW, the BBC or the Channel.

10. Force Majeure

Neither party to this Agreement shall be liable to the other for any failure of performance hereunder which is due to a so-called act of God, accident, fire, lockout, strike or other official labour dispute, union problem, riot or civil commotion, satellite failure, failure of technical facilities not within the reasonable control of the defaulting party, atmospheric interference, act of public enemy, enactment, rule or order or act of government (whether local or national), or other act or event of a similar nature beyond the reasonable control of that party, any such act or event being deemed an event of force majeure.

11. Limitation of Liability

The Subscriber agrees that BBCW shall not be liable to the Subscriber under this Agreement for any loss of service or loss of profits or revenues or for any incidental or unforeseeable damages in the event of any breach of the Agreement by BBCW and that BBCW's liability (if any) for any breach of the Agreement shall in any event be limited in respect of any one or more claims arising hereunder in any year of the term hereof to the amount of the Subscription paid hereunder by the Subscriber to BBCW in the 12 months prior to the date of breach.

12. Termination

12.1 Without prejudice to any other rights of BBCW, BBCW shall have the right to terminate this Agreement forthwith in any of the following events:

12.1.1 if the Subscriber commits a breach of any of its obligations hereunder and fails to remedy such breach as is

capable of cure within thirty (30) days of receiving written notice to do so

12.1.2 if the Subscriber's conduct is such that it can reasonably be construed in the opinion of BBCW as having a materially adverse effect on the name, reputation or business of BBCW or the Channel

12.1.3 if a petition for bankruptcy is filed against the Subscriber or upon the happening of any analogous event under the laws of the territory to which the Licensee is subject

12.2 The Subscriber shall have the right to terminate this Agreement forthwith if BBCW commits a material breach of its obligations hereunder and fails to remedy such breach or non-performance as is capable of remedy within thirty (30) days of receiving written notice to do so.

12.3 On the termination or expiry of this Agreement for any reason the Subscriber shall immediately return the Smartcard to BBCW. Subject to clause 7.3, the expiry or termination of this Agreement shall not entitle the Subscriber to any refund nor cancel any indebtedness nor otherwise affect the accrued rights and liabilities of the parties hereto.

13. Assignment

This Agreement may not be assigned by the Subscriber whether in whole or in part without the prior written consent of BBCW, which consent shall not be unreasonably withheld. BBCW may assign this Agreement or any of its rights or obligations hereunder in whole or in part to any person or entity.

14. Notices

All notices, consents, waivers and any other communications given under this Agreement shall be in writing and shall be given by personal delivery, post or facsimile. Notices shall be delivered or sent to the respective addresses set forth above (or to such other address as either party may notify to the other from time to time during the term hereof). Notice given by post shall be deemed to have been given seven (7) working days after the date of posting by first class post or by recorded or registered delivery. Notice given by facsimile shall be deemed to have been given after twenty-four (24) hours of transmission of the same. For the purposes of this Agreement, the expression "working day" shall exclude Saturdays, Sundays and public holidays in England.

15. Jurisdiction

This Agreement shall be governed by and construed in accordance with English law and any dispute arising hereunder in connection with the interpretation or performance hereof shall be subject to the non-exclusive jurisdiction of the courts of England and Wales to which the parties hereby submit.

16. General

16.1 Nothing in this Agreement shall be deemed to constitute a partnership between the parties herein or to make either party the agent of the other. Neither party shall do or permit to be done any thing by which it may be represented as a partner or an agent of the other party.

16.2 No waiver of the terms and conditions of this Agreement shall be binding or effectual for any purpose

unless expressed in writing and signed by the party giving the same, and any such waiver shall be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

16.3 This Agreement may not be amended except in writing signed by each party to this Agreement.

16.4 If any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions herein shall not in any way be affected or impaired.

16.5 This Agreement constitutes the entire and final agreement between the parties with respect to the subject matter hereof and supersedes any and all prior oral or written agreement, understandings or discussions on the subject hereof.