1. TERMS AND CONDITIONS

1.1 This document sets out the basis of your Agreement with Top Up TV Limited in respect of the Service. Under this Agreement we agree to provide you with certain television services and you make certain promises to us regarding payment and other matters. In this document we refer to Top Up TV Limited as "us" or "we" and we refer to you as "you".

1.2 You agreed to be bound by the terms and conditions set out on this page during your Subscription Process. If you do not accept these terms and conditions you must return your Viewing Card to us immediately and in any event within 7 days of you receiving it, otherwise you will be bound by them.

2. THE TERMS WE USE

2.1 We have used words with capital letters where those words have particular meanings. These meanings are set out below:

"Address"	means the address of your home in the United Kingdom given to us during your Subscription Process;
"Agreement"	means the contract between us formed during your Subscription Process and confirmed by you not returning your Viewing Card to us within 7 days as explained in clause 1.2;
"Channel Package"	means the package of channels from time to time included in the Service or, if more than one package is available, the package(s) you choose based on our package selection rules at that time;
"Connection Fee"	means the fee payable by you to us upon subscription and/or reconnection to the Service (although these amounts may be different);
"Decoder"	means a digital decoding unit (for example a set top box, adapter or integrated digital TV) approved by us;
"Payment"	means where applicable the Connection Fee, Service Fee and Viewing Card Replacement Fee, at the level specified over the page or as from time to time notified by us to you in writing;
"Service Fee"	means the fee payable by you to us so that you may view those parts of the Service for which you have subscribed;
"Service"	means the Channel Package, and/or individual channels and other digital terrestrial television services we may offer you from time to time;
"Subscription Process"	means the process by which you registered with us over the telephone or internet;
"United Kingdom"	means those parts of the United Kingdom of Great Britain and Northern Ireland in which the Freeview service is available from time to time;
"Viewing Card"	means the electronic card that will enable you to view those parts of the Service to which you are entitled by means of a Decoder; and
"Viewing Card Replacement Fee"	means a reasonable fee payable by you to us for a new Viewing Card where we replace your Viewing Card under clause 6.4 or under clause 6.5.

3. DURATION OF THIS AGREEMENT

3.1 This Agreement will begin on the date on which your Viewing Card is activated for the Service (or, if you are resubscribing to the Service, reactivated), and will continue until one of us terminates it in a manner permitted under this Agreement.

3.2 Unless we notify you differently in relation to specific channels or clause 3.3 applies, there is no minimum commitment to the Service and you may end your subscription at any time by giving us at least one month's advance notice. If you end your subscription under this clause then as soon as we have received your returned Viewing Card we will refund any part of the Payment you have paid in respect of the period after your subscriptions has ended.

3.3 We may from time to time make available special offer(s) (for example Decoder rental or discounted subscriptions) which may require you to commit to a minimum subscription period. If you take advantage of such an offer then this Agreement will remain in force for the relevant minimum period.

In those circumstances, clause 3.2 does not apply and you can only end your subscription to the Service under the other clauses of this Agreement, or by giving us one month's advance notice if we:

3.3.1 tell you we are going to change the terms of this Agreement in a way which materially affects your rights or obligations (which, for the avoidance of doubt, would not include changing the Service Fee under clause 4.5); or

3.3.2 significantly reduce the number of hours of the Service.

If you end your subscription under this clause then as soon as we have received your returned Viewing Card we will refund any part of the Payment you have paid in respect of the period after your subscription has ended.

3.4 We may end your subscription to the Service and bring this Agreement to an end at any time on 14 days notice to you. If we bring this Agreement to an end under this clause then as soon as we have received your returned Viewing Card we will refund any part of any Payment you have paid in respect of the period after your subscription has ended.

3.5 We may bring this Agreement to an end immediately if you break any of its terms or fail to honour your obligations or if any of our operating licences come to an end or are terminated. We may also do so if bankruptcy proceedings are brought against you, you do not make payment of a court judgment on time, you make an arrangement with your creditors or if any of your assets are the subject of any form of seizure. If we bring this Agreement to an end under this clause, we will not refund any part of any Payment you have paid in respect of the period after this Agreement has ended.

4. WHAT WE PROMISE YOU

4.1 **Service:** We will do everything we reasonably can to broadcast the Service to you for as long as you remain a subscriber. In order to do this we will generally encrypt the Service but permit you to view those parts of the Service which you have chosen using your Viewing Card.

Please note that we do not provide the service offered by Freeview, and any issues concerning the channels that form the Freeview service should be directed to Freeview and not to us.

4.2 **Technical Difficulties:** We will make all reasonable efforts so that you will receive the Service without any interruptions. However, from time to time faults occur with technology and you may experience occasional disruptions (for example, because of planned or emergency maintenance). You may also experience difficulties in reception of the Service depending on where you live and the condition of your aerial and we cannot be liable for such difficulties. If upon subscription you find that you are unable to receive the Service because of where you live or the condition of your aerial, you may end your subscription by returning your Viewing Card to us within 7 days of receiving it.

4.3 **Telephone calls:** If you telephone us we may record your call for training purposes and to ensure that information is captured accurately and in order to monitor the quality of service that we provide to you. We will not do so for any reason unconnected to these purposes.

4.4 **Programming:** We are constantly looking to improve the Service. This may mean that some parts of the Service you receive (including television channels) may be discontinued or altered or that the number of hours for which they are broadcast is altered without notice. We may also interrupt any part of the Service (including television channels) in order to include a pay-per-view or other event as part of the Service. We reserve the right to recategorise any channel in the Channel Package as a standalone channel (meaning that you must subscribe to it separately and normally pay an additional fee) or vice versa.

4.5 **Change to Payment Amount:** We may change the amount you have to pay for any part of the Service at any time by giving you at least 30 days' notice. If clause 3.3 applies then during the relevant minimum period we agree, that unless for one of the reasons set out below:

4.5.1 we will not increase each of the Connection Fee, Service Fee and/or Viewing Card Replacement Fee more than once in any year; and

4.5.2 any increase in each of the Connection Fee, Service Fee and Viewing Card will not be more than: (a) 15%; or (b) the increase in the Retail Price Index over the 12 months before we implement the price increase (whichever is greater).

We may increase the Service Fee: (a) if we add extra channels to the Channel Package; or (b) if clauses 4.6 or 9 apply.

We may also change the amount of the Payment with immediate effect to reflect any change in the applicable rate of VAT.

4.6 **Changing your choice:** You may subscribe to or desubscribe from your Channel Package and/or any additional channels by contacting us. The changes (and any changes to the Service Fee) will take effect as soon as we have made the change which will usually take less than 24 hours.

4.7 **Pay Per View and Interactive Services:** We may from time to time give you the opportunity to view programmes on a pay-per-view-basis or offer you interactive or other services. These are in addition to the Channel Package you subscribed to and we reserve the right to charge you for them individually if you choose to receive them in viewable form. Additional terms and conditions may apply and we will notify you of these.

5. WHAT YOU PROMISE US

5.1 **Personal Details:** You confirm that you are over 16 years old and that all information you have supplied us is correct. You will tell us immediately if you change your Address or change your Decoder model or make.

5.2 **Activation of Viewing Card:** For security reasons your Viewing Card is not activated until we dispatch it to you. We will normally activate the Viewing Card without you needing to contact us but if you have bought a Starter Pack from a retailer you will need to contact us to activate your Viewing Card. We will try to ensure your Viewing Card is activated by the day you receive it or, if you already have a Viewing Card, the day you subscribe or re-subscribe to the Service, but you may have to wait up to a day before your Viewing Card is activated. We will not start charging you until we send a signal to activate your Viewing Card.

5.3 **Payment:** You agree to pay us the Connection Fee immediately and pay the relevant Service Fee in advance in the way we have agreed with you during the Subscription Process or in such other way we may subsequently agree with you.

5.4 **Direct Debit/Credit Card:** If you have chosen to pay by direct debit or credit card, you agree to allow us to alter your direct debit or credit card instruction (including the amount) for any reason, subject to the terms of the Direct Debit Guarantee. We may also charge any other payment due to us under this Agreement or any other agreement you have with us by means of your direct debit or credit card.

5.5 **Cash:** We may offer the opportunity to pay by cash. If we do so, we may charge more for the Service in order to cover, for example, our additional administration costs.

5.6 **Credit Check:** We may carry out a credit check on you which involves searching the files of one or more credit reference agencies (which may keep a record of the search). We may also disclose details about your conduct as a customer to those credit reference agencies. Information thus held is used only to help make credit decisions affecting you or members of your household, or occasionally for fraud prevention or tracing debtors.

5.7 **Personal Data:** We are registered under the Data Protection Act 1998. We may wish to use the personal data you have provided to us to send you details of products and services we offer from time to time, and also to pass that data to other companies for sales, marketing and market research purposes. We will record and process any information that you supply to us in accordance with your preferences registered during the Subscription Process. You can change your preferences at any time by writing to us.

6. VIEWING CARD AND DECODER

6.1 **What is a Viewing Card?** A Viewing Card is an electronic device that, when activated, acts like a key to enable you to view those parts of the Service to which you are entitled. We will provide you with a single Viewing Card only at any one time under this Agreement. We may activate or deactivate the Viewing Card in accordance with this Agreement. Having the Viewing Card does not mean that you have a right to view or use any part of the Service. If for some reason it is or remains activated when you are not making Payments to us, or you are for any other reason not entitled to view the Service, you agree that you will not use the Viewing Card, you will tell us immediately and will return the Viewing Card to us if we ask you to.

6.2 **Ownership of a Viewing Card:** The Viewing Card will remain our property (or the property of our licensors) at all times. You agree to send it back to us within 7 days where we ask you to do so at any time.

Your Viewing Card is for your personal use only and must not be given to anyone else or we may deactivate it.

6.3 **Interference with Viewing Card:** You must only use the Viewing Card with the Decoder you tell us about during the Subscription Process. If you change your Decoder, you must tell us straightaway. You must ensure that your Viewing Card is kept in reasonably appropriate conditions and treated in an appropriate way. This includes (but is not limited to): (i) complying with the requirements on the card carrier in which your card was delivered; (ii) keeping the Viewing Card at a temperature between 0°C and 40°C; (iii) keeping the Viewing Card at a humidity level between 20% and 80%; (iii) handling the Viewing Card only using the plastic portion; (iv) not handling the Viewing Card using gilded connectors or separating the chip from its support; (v) not inserting the Viewing Card in anything other than its intended reader; (vi) not attempting to make any modifications of any kind to the Viewing Card; and (vii) not decompiling, disassembling, modifying or reverse engineering the Viewing Card or any part of it.

6.4 **Lost, stolen or malfunctioning Viewing Cards:** If your Viewing Card is lost, stolen or damaged, you must tell us immediately. We will replace your lost, stolen or damaged Viewing Card provided you pay us a Viewing Card Replacement Fee (and, in the case of damaged Viewing Cards, provided you return your damaged Viewing Card to us). We will not, however, charge you if the Viewing Card was defective when delivered to you.

6.5 **Replacement of Viewing Cards:** For security reasons your Viewing Card will be replaced from time to time. We will try to send you a new Viewing Card before the old one becomes invalid.

We may charge you a reasonable Viewing Card Replacement Fee not exceeding £15 if we replace your Viewing Card under this clause.

6.6 **Deactivation:** We may deactivate the Viewing Card: (i) if you tamper with the Viewing Card or use it for anything we have not authorised (this includes but is not limited to those matters listed in clause 6.3); (ii) if it is necessary to protect the security of our transmission system; (iii) if you are in breach of this Agreement (this includes but is not limited to a failure by you to make any Payment); (iv) if this Agreement comes to an end; or (v) if it is otherwise reasonable for us to do so.

6.7 **Decoders:** We do not provide Decoders under this Agreement, and cannot be held responsible for any faults with them or any damage they may cause. We suggest contacting your Decoder manufacturer or retailer in the event of any problems.

You should keep your Viewing Card in your Decoder at all times, and the Decoder connected to a mains supply and in standby mode while not in use unless we instruct you otherwise from time to time. Failure to do so or comply with our instructions may result in interruptions to the Service.

7. WHAT RIGHTS AND REMEDIES WILL YOU HAVE AGAINST US?

7.1 **Acceptance of liability:** We will always be liable to you in full for death or personal injury caused by our negligence. In addition we do not restrict or limit our liability to the extent it arises under Part 1 of the Consumer Protection Act 1987 or as a result of our breach of our statutory duty under Section 41 of that Act.

7.2 **Limitation of liability:** Subject always to clauses 7.1 and 7.3, we will not be liable under this Agreement for any damage or loss suffered or incurred by you as a consequence of:

7.2.1 any fault in a Decoder, your television set or your aerial or any problems associated with Freeview, its channels or service information;

7.2.2 any use of your Viewing Card with any decoding apparatus which we have not approved;

7.2.3 any fault in your Viewing Card caused by you or anyone else damaging or tampering with it (this includes but is not limited to damage caused by a Decoder), your negligence or failure to follow our reasonable instructions;

7.2.4 any indirect or consequential costs, losses or damages you may suffer as a result of our actions or inaction; or

7.2.5 the ending by either of us of this Agreement under clause 3,

in each case where this is not attributable to our breach of this Agreement or to our negligence.

7.3 We will not be liable under this Agreement any damage or loss suffered or incurred by you as a consequence of our failure to provide the Service caused by events outside our reasonable control (this includes but is not limited to transmission failure, extremes of weather, industrial disputes, nuclear accident, acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction coming into force after the date of this Agreement, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors).

7.4 **Consequences of termination:** Upon termination of this Agreement for any reason we will deactivate the Viewing Card. Thereafter, you will not be entitled to receive the Service.

8. USE OF THE SERVICE

8.1 **Your Promise To Us:** You confirm to us that you will only use the Viewing Card in an authorised Decoder and at your Address for the purposes of viewing those parts of the Service which you are entitled to view for private domestic viewing purposes. In particular you will not sell or make any charge for watching any part of the Service or view any part of it in any public place or in any private place other than a home (for example a hotel, motel, restaurant, bar or other licensed premises or any club or similar place).

8.2 **Copying:** You agree not to redistribute or relay any part of the Service to third parties and not to make any recording or copy except for viewing at your Address at a more convenient time. We may use your Viewing Card to ensure that you cannot copy any part of the Service where we are under a contractual obligation to do so.

8.3 **Your duty to compensate us:** If you use the Service for any purpose other than for private domestic viewing, you will be liable to indemnify us in full for any loss, liability or cost which we incur arising from or in connection with any breach by you of this Agreement.

9. ALTERING THIS AGREEMENT

We may make changes to this Agreement for any reason if it is reasonable for us to do so (including, for example, for commercial, technical, security or legal reasons). We shall give you at least 30 days' written notice of any change.

10. OTHER MATTERS

10.1 **Transfer of this Agreement:** We may wish to transfer our rights or obligations under this Agreement to any other legal entity. You agree that (i) we may do so provided that this will not affect the scope of your rights but only the entity against which you may assert your rights; and (ii) after we notify you of the date we will transfer the rights and obligations under this Agreement to another legal entity, your only rights under or in connection with this Agreement will be against the new legal entity and not Top Up TV Limited.

You may not transfer your rights or obligations under this Agreement to anyone else.

10.2 **Governing Law:** This Agreement is governed by and interpreted in accordance with the laws of England (or the laws of Scotland if you are domiciled there). Disputes arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales unless you choose the jurisdiction of your domicile in Scotland or Northern Ireland.

11. CONTACT DETAILS

11.1 Top Up TV Limited is a company registered in England and Wales, company number 04418933. Our registered office is: 90 High Holborn, London, WC1V 6XX.

11.2 Our VAT number is 835226435

11.3 Our customer helplines and services are available as follows:

To activate your Viewing Card, call 08700 855 123 (calls are charged at national rates and where made from a mobile, your mobile tariffs will apply). This line is open between 8am and 10pm, 7 days a week.

For customer services, call 08 712 712 712 (calls are charged at 10p per minute and where made from a mobile, your mobile tariffs will apply). This line is open between 8am and 10pm, 7 days a week.

For correspondence, write to: PO Box 801, Kirkcaldy, Fife, KY2 6WW or email: enquiries@topuptv.com