

Terms & Conditions

of your Standalone Agreement
for PrimeVideo HD and Sky
Sports News

For UK Non-Residential Premises

08448 244 244*

skyforbusiness.sky.com



IMPORTANT INFORMATION

Standalone Agreement UK for Sky Channels

Please read carefully the following important terms of this Agreement. The terms set out form part of the Agreement between you and Sky for channels provided by Sky.

1. What is this Agreement about?

This Agreement enables you to receive PrimeVideo HD and Sky Sports News HD (and any other channels that Sky may offer to you under this Agreement) at the Non-residential Premises identified on the Contract Form.

2. What is a Non-residential Premises?

A Non-residential Premises means any establishment in the Territory the primary purpose of which is for business or commercial use.

3. How long does this Agreement last?

This Agreement shall continue for the Minimum Term unless terminated in accordance with its terms.

4. What do I have to do to be a Sky business subscriber?

If you are an individual, you must be 18 or over. You must have the authority to enter into this Agreement in respect of the Premises set out on the Contract Form.

5. Is this the right Agreement for me?

If you are a Non-residential Premises (as defined above but excluding betting premises) in the UK, Isle of Man or Channel Islands ('the Territory') and you want to receive this Standalone Agreement and you do not otherwise subscribe to receive Sky's service for your business, then this is the right agreement for you. If not, then you should call 08448 244 244. Under this Agreement, your Premises must be in the Territory. The Viewing Card which you will be sent is authorised for use only within the Territory at the Premises set out on the Contract Form. Use of the Viewing Card outside of the Territory is strictly prohibited.

6. Will the Service change during this Agreement?

We may offer to you other channels that you can choose to receive under this Agreement. In respect of any Channels, you must observe all restrictions on exhibition set out in this Agreement or that are otherwise notified to you by Sky from time to time. This includes any restrictions on the viewing of channels or particular programmes in any areas of the Premises.

7. Will prices rise during this Agreement?

Sky can change your Standalone Agreement Payments (if applicable) generally at any time on giving you 30 days' notice.

8. How do I contact Sky?

If you have any questions about your Sky subscription service, you can:

- email us at sb2b@sky.uk (Independent Outlets) or groupadmin@sky.uk (Group Customers);
- write to us at **Sky Business, PO Box 1805, Livingston, West Lothian, EH54 7XG**
- call **08448 244 244** (Independent Outlets) or **08442 411 611** (Group Customers)

We are committed to providing you with the best possible products and services, but in the unfortunate circumstance that you have a complaint, please contact us using one of the contact details provided above. You should follow our complaints procedure as set out in the Sky Complaints Code of Practice which can be found at

<https://skyforbusiness.sky.com/sbc/complaints> or a copy can be provided on request by calling the number above. Sky does not have a refund policy as we prefer to deal with each complaint on a case-by case basis, but, if you feel the service you receive falls below that which you should reasonably expect from Sky, we will ensure that your complaint is dealt with appropriately. Should your complaint not be concluded to your satisfaction, the complaint may be escalated within Sky.

If you are a small business customer (having no more than 10 individuals working for you) receiving Sky's products and services in the UK and we have not resolved your complaint to your satisfaction after eight weeks or if you have received a letter from us saying that your complaint has reached "deadlock", you may make a complaint about Sky Business to the Communications and Internet Services Adjudication Scheme ("CISAS"), an independent alternative dispute resolution scheme. CISAS will investigate your complaint and if they decide that your complaint is justified, Sky will act on any decision they make and put things right for you. You can find their contact details on their website: www.cedr.com/cisas

STANDARD CONDITIONS

Standalone Agreement UK for Sky Channels

1. Agency and Status

In this Agreement Sky Subscribers Services Limited ("SSSL") is acting as principal for itself and as agent for Sky UK Ltd ("Sky"). All references to "Sky", "we" or "us" in this Agreement shall, unless the context otherwise requires, mean Sky. All references to SSSL shall mean SSSL acting as principal. All references to "you" shall mean the Customer.

2. Definitions

In these Conditions:

- 2.1 **Agreement:** Together the Standalone Agreement UK standard terms and conditions and the important information section, contract form and pricing information;
- 2.2 **Channels:** PrimeVideo HD and Sky Sports News HD;
- 2.3 **Contract Form:** the hardcopy or digital form completed by you or a Sky sales representative on your behalf setting out your Service order, the Premises at which the Service is to be received and other material commercial information;
- 2.4 **Customer:** the person, company or business entity set out in the contract form. If you are an individual you must be 18 or over to enter into this Agreement;
- 2.5 **Sky box:** an authorised satellite decoder using Sky's digital conditional access (encryption) system;
- 2.6 **Premises:** the premises details of which are set out in the contract form;
- 2.7 **Service:** the Channels that you receive under this Agreement;
- 2.8 **Standalone Agreement Payment:** the payments that you must make to us, together with applicable VAT thereon, for the Service that you receive under this Agreement;
- 2.9 **Term:** the period during which this Agreement continues;
- 2.10 **Territory:** as defined in the Important Information section on page 2;
- 2.11 **Viewing Card:** the card(s), which when used with a Sky box, will allow you to receive the Service.

3. Term

- 3.1 This Agreement shall begin on the date on which you are first authorised by Sky to receive the Service and shall continue, as a minimum, until the earlier of 6 December 2020 or the date on which Sky ceases to make the Channel available ("**Minimum Term**") subject to Condition 15. Sky may (in its sole discretion) give you the option to extend the Minimum Term; the Minimum Term and such extended period (if applicable) constituting the "**Term**".
- 3.2 Conditions 8, 9 and 10 shall continue to apply to you after the date on which this Agreement ends if you do not return your Viewing Card (or all of them, if more than one) to SSSL or if SSSL does not make them all invalid (save that SSSL shall have no obligation to provide new or replacement Viewing Cards to you after the Term).

4. Rights

- 4.1 This Agreement gives you the right during the Term to receive the Service at the Premises via digital satellite equipment using Viewing Card(s) provided to you under this Agreement and to exhibit the Service only within the Premises as permitted by this Agreement and only on television sets or screens. Nothing in this Agreement shall give you 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.
- 4.2 You will observe all restrictions on exhibition of any of the Channels in your Service that are set out in this Agreement or otherwise notified to you by Sky from time to time. This includes (but is not limited to) restrictions on the viewing of Channels or particular programmes in any type of room or area of the Premises. Sky may at any time impose or change restrictions on the viewing of any Channels or particular programmes including but not limited to restrictions on any viewing by the public or in any areas of the Premises.

- 4.3 Nothing in this Agreement gives you the right to receive or exhibit in the Premises or elsewhere any PPV (Pay Per View) services or any programmes included in the Channels that are designated by Sky as PPV. Without Sky's prior written agreement, you are not permitted to use the Service for any commercial purpose or for financial gain other than as reasonably contemplated by the ordinary use of the Service in your Premises type, to include (without limitation) creating any commentary, compiling statistics or data, news reporting, information or editorial services.

5. Premises

- 5.1 You warrant and represent that the Premises is situated in the Territory and that you shall have in place throughout the Term 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 the Channels in the Premises. You agree to produce copies of any such consents to Sky on request.

6. Service

- 6.1 Sky may replace or withdraw advertised programming. Sky can change or reduce the broadcast hours of any Channel or encrypt or unencrypt any Channel.
- 6.2 You may convey the Service to more than one television set or screen in the Premises.
- 6.3 The availability of Channels supplied by other broadcasters (including Amazon) is outside Sky's control.
- 6.4 Sky may offer you additional channels. If such channels are offered under this Agreement and you decide to take them, they will then be included in the Service. Sky will inform you of any charges for the additional channels and the changes to your Standalone Agreement Payments.
- 6.5 You will not use the Service or any part of it other than to exhibit, as permitted by this Agreement, the Channels at the Premises or as you are otherwise expressly authorised under this Agreement.
- 6.6 If you have more than one Viewing Card under this Agreement, the Service that you receive must be the same for all Viewing Cards supplied under this Agreement for the Premises.
- 6.7 During advertising breaks or otherwise during the broadcast of the Channels, you 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 Sky, or that any Channel forms part of a broadcast or exhibition by you or a third party.
- 6.8 Sky will transmit or arrange transmission of the Service by satellite(s). If during the Term there is a change - for whatever reason - in the manner in which the Service is delivered or transmitted which would require you to make adjustments to your reception equipment, Sky shall use reasonable endeavours to provide you with 30 days notice of such change. You recognise that it may not be possible for Sky to provide the notice period suggested in this condition, for example where changes arise because of events beyond Sky's control.
- 6.9 Sky warrants and represents that:
- (a) it shall not knowingly include in the Channels defamatory materials and the Channels will not contain anything which violates any copyright, right of privacy, literacy or dramatic right of any person or entity; and
 - (b) it will have obtained all 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 Sky does not warrant or represent that it has obtained or will obtain public performance licences or pay the fees necessary for the exhibition of Channels in public.

PROVIDED ALWAYS THAT the warranties set out in (b) above are only as extensive as those provided to Sky by the suppliers of relevant programme material included in Sky's Channels and by the suppliers of third party Channels.

7. Payment

- 7.1 The Standalone Agreement Service is payable monthly (if a charge is applicable) in advance via your chosen payment method (direct debit or credit card). If you choose to have more than one Viewing Card under this Agreement for the Premises then you must pay for the Service that you receive in full for each Viewing Card that you have. The Standalone Agreement Payment shall be communicated to you at the time that you make your order or as otherwise set out in the Contract Form.

- 7.2 If a charge is applicable for the Service, you may choose to pay by direct debit or credit card (Mastercard or Visa). Sky will collect payment automatically from your account via your direct debit or credit card instruction. All payments must be made in full by the date on which they are due without any set off. If a charge is applicable for the digital satellite equipment and set-up this will be collected upfront by debit or credit card. If full payment is not received on the due date you will pay interest on the outstanding amount at the annual rate of 8% above HSBC's base rate from time to time from the date the sum was due until the date of actual payment (or otherwise in line with the rates set out under the Late Payment of Commercial Debts (Interest) Act 1998 as amended). Sky may also seek compensation for the cost of recovering such debt in line with the guidelines as set out under the Late Payment of Commercial Debts (Interest) Act 1998 as amended.
- 7.3 If there is a charge, Sky may change your direct debit or credit card (Mastercard or Visa) instruction if your payment amount changes for any reason. Sky may also charge any other payment under this Agreement under your credit card instruction, together with any other payments that you agree that we may charge under that instruction.
- 7.4 If there is a charge, Sky can change the Standalone Agreement payment, price bands and/or its pricing structure generally at any time on giving you 30 days notice.
- 7.5 If there is a choice of Channels available to you, and you wish to change your chosen Service during the Term and we agree to such change, your Service will be amended accordingly and you will immediately pay the current price for that new Service. Sky may charge a reasonable fee to Customers who wish to change their chosen Service. Transfer of the Service to another Premises (or outlet in the same group) is not permitted except at the sole discretion of Sky.
- 7.6 Sky may refuse your application for the Service based upon the results of an assessment of your credit standing, including (without limitation) by using credit scoring. Sky may also assess your credit standing from time to time during the Term. Sky shall apply reasonable practices for administering your account based on the results of that scoring, including applying different payment terms to your account. Sky may use information from, and supply information to, outside agencies for this.

8. Use of Viewing Card

- 8.1 A Viewing Card shall only be used by you at the Premises. You agree that a Viewing Card will only be used in the Sky box in which it is first used. A Viewing Card will be used only to receive and exhibit the Service at the Premises.
- 8.2 You will not part with possession of a Viewing Card. If you do, or Sky or SSSL has reasonable grounds to believe that you have, SSSL may (without prejudice to its other rights under this Agreement) invalidate your Viewing Card(s).
- 8.3 The possession of a Viewing Card shall not entitle you to receive the Service.
- 8.4 You will not tamper with a Viewing Card or use or allow it to be used in any way or for any purpose which Sky has not authorised.
- 8.5 In order to receive the Service without interruption your Viewing Card must be kept in the Sky box at all times and you are advised to keep your Sky box connected to mains supply (and suitable satellite dish) and on standby mode while not in use. The software in the Sky box is owned or licenced to us by another member of the Sky UK group and does not become your property. You must (both during the Term and afterwards) allow SSSL to update the software in your Sky box by sending additional signals via satellite to the Sky box. You must not tamper with the software or allow anyone else to do so.
- 8.6 SSSL shall be entitled to disclose your name and address and the services you receive via the Viewing Card as part of the proper administration of the digital satellite system.

- 8.7 SSSL continues to own any Viewing Card sent to you. At the termination of this Agreement or on the issue of any replacement Viewing Card, your Viewing Card must be returned to SSSL on request or otherwise returned as SSSL directs.

9. Validity and Expiry of Viewing Cards

- 9.1 For security reasons SSSL may replace Viewing Cards from time to time. SSSL will try to send you a new Viewing Card before the old one becomes invalid. SSSL will advertise the replacement of Viewing Cards (for example on air or in writing).
- 9.2 The validity of a Viewing Card shall at all times be at SSSL's sole discretion. SSSL may at any time invalidate Viewing Cards to protect the security of the conditional access system or if SSSL believes you are 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.
- 9.3 We may suspend supply of the Service without notice to you by authorising SSSL to invalidate the Viewing Card if payment owed to Sky by you is overdue. Suspension will not affect Sky's right to terminate this Agreement under Condition 15.

10. Lost, Stolen, Damaged or Malfunctioning Viewing Cards

- 10.1 If a Viewing Card is lost, stolen, damaged or fails to work you must immediately notify SSSL either by telephoning 08448 244 244 or by writing to: Sky Subscribers Services Limited, Sky Business, P.O. Box 1805, Livingston, West Lothian EH54 7XG. SSSL may charge you to cover the cost of replacing a Viewing Card that is lost, stolen or (subject to Condition 10.2) damaged or fails to work.
- 10.2 If a Viewing Card is damaged or fails to work, you must return it to SSSL (or as it directs). If the Viewing Card fails to work because of any malfunction which, in SSSL's opinion, arose because of a defect existing when the Viewing Card was supplied to you, SSSL shall replace the Card free of charge. If the Card is faulty or damaged or fails to work in any other way or you do not return the Card to SSSL, then SSSL can charge you the cost of replacing it. SSSL will make invalid any Viewing Card that you tell it is missing or does not work and is replaced.

11. Marks

- 11.1 You acknowledge 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 Sky and/or the third party broadcasters of channels and any other names used by any of them from time to time are the exclusive property of Sky or the third party broadcasters (as the case may be) or their respective licensors and that you do not acquire any proprietary rights in the same under this Agreement. You may not use the Marks without Sky's prior written consent.
- 11.2 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 Sky or the relevant third party broadcaster (as the case may be) and you shall not make any express or implied claim to the contrary. You shall not do anything that may indicate that any other programming is part of, or connected with, the Channels or originated by Sky.

12. Liability

Neither Sky nor SSSL has any liability under this Agreement in respect of any of the following:

- (a) any defect in a Sky box and/or other receiving equipment used by you;
- (b) any defect in a Viewing Card attributable to any unauthorised use of such Sky box or equipment by you or any unauthorised use of, or tampering with, the Viewing Card, negligence by you or failure to follow Sky's user instructions;
- (c) any use of a Viewing Card with any decoding apparatus not authorised by Sky;
- (d) any indirect or consequential loss (including, for the avoidance of doubt, economic loss) resulting from breach of contract, negligence or any other tort on the part of Sky or any of its officers, employees or agents;

- (e) the termination of this Agreement in accordance with its terms;
- (f) any failure in its performance of this Agreement (including but not limited to provision of the Service) caused by events outside its reasonable control.

All previous written or oral representations expressed or implied are hereby excluded. Where SSSL is acting as agent for Sky, SSSL has no liability to you whatsoever.

13. Copyright

- 13.1 You 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).
- 13.2 You 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 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)).
- 13.3 Sky may disable or alter remotely certain functions of your Sky box so as to prevent you from copying the Channels and Sky may prevent you from receiving the Service if your Sky box allows copying of Channels which Sky is bound by contract to prevent.

14. Variation of the Agreement

At any time Sky may change or add to the terms of this Agreement as it believes necessary. Notice of such changes or additions, or any other notice to be given by Sky under this Agreement may be given by whatever means Sky chooses (subject to any statutory provision and notwithstanding Condition 17 below).

15. Termination

- 15.1 You may terminate this Agreement by giving written notice to Sky:
 - (a) to expire at the earliest on the date on which the variation takes effect, if Sky has given notice to you of a variation in accordance with Condition 7.4 during the Minimum Term ; or
 - (b) if Sky has given notice to you of a variation in accordance with Condition 14 which results in a material change to the value of the Service as it pertains to the Customer's Premises to expire at the earliest on the date on which such material change takes effect or in accordance with 15.1 (a) whichever is the earliest.
- 15.2 Sky may terminate this Agreement (on notice where practicable) where Sky no longer has the right to offer the Channels.
- 15.3 Sky may terminate this Agreement at any time by giving to you 7 days written notice if you breach any provision of this Agreement (including non-payment of any amount due) or immediately upon written notice where you go into receivership or liquidation (other than for the purposes of solvent amalgamation or reconstruction) or become bankrupt or insolvent or make any composition with your creditors.
- 15.4 Following termination of this Agreement, any Viewing Cards supplied to you under this Agreement will be invalidated and you will no longer be entitled to receive the Service.
- 15.5 No refund of any Standalone Agreement Payment will be made to you on termination unless this Agreement is terminated by Sky pursuant to paragraph 15.1 above (if any is owing).
- 15.6 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.

16. Right to Transfer Agreement

Sky reserves the right at any time to transfer its rights and/or obligations under this Agreement to any company, firm or person provided that the transfer will not affect your rights under this Agreement. You may not transfer any of your rights and obligations under this Agreement.

17. Notices

- 17.1 Any notice to be given under this Agreement must be in writing. A notice to you may be sent by fax or by pre-paid post or by email to, or in accordance with, the Customer's details for correspondence set out in Section 1 of the Contract Form. A notice to Sky must be sent by pre-paid post to the address in Condition 10.1 above with a copy to the Head of Legal and Business Affairs, Sky UK Ltd, Grant Way, Isleworth, Middlesex, TW7 5QD (or such other address(es) as Sky shall notify you). For the avoidance of doubt, a notice from Sky can be sent alone or with other material sent to you by Sky.
- 17.2 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.

18. Miscellaneous

- 18.1 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.
- 18.2 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 of the other provisions shall survive in full force and effect to the extent necessary to give effect to the intention of this Agreement.
- 18.3 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).
- 18.4 You agree to indemnify and hold Sky, 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 you under this Agreement.
- 18.5 References to "Viewing Card" and "Sky 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 Sky boxes used for the purposes of distributing the Service in accordance with the terms of this Agreement.
- 18.6 All sums are quoted exclusive of VAT. In addition to such sums, you will pay all applicable VAT thereon.
- 18.7 Sky may at any time, without notice to you, set off any liability that you may have to Sky (or any Sky group company), whether under this Agreement or otherwise, against any liability that Sky may have to you. This applies whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of denomination. If the liabilities to be set off are expressed in different currencies, Sky may convert either liability at a market rate of exchange for the purpose of set off. Any exercise by Sky of its rights under this clause shall be without prejudice to any other rights or remedies available to Sky under this Agreement or otherwise.

19. Law and Territory

- 19.1 This Agreement is governed by the Laws of England and Wales and the English courts shall have exclusive jurisdiction.
- 19.2 This Agreement applies only where the Premises are in the Territory. Sky Subscribers Services Limited Registered in England (no 2340150) Registered Office Grant Way, Isleworth, Middlesex TW7 5QD.

PRIVACY POLICY

Where Sky UK Limited collects personal data (such as yours if you are a natural person or that of your staff), it processes it as described in its privacy policy which is available at <https://skyforbusiness.sky.com/sbc/privacypolicy>. Please ensure that you bring this privacy policy to the attention of any staff you might have.

