



DIGITAL TELEVISION SERVICE

General Terms and Conditions

1. Sure South Atlantic Limited ("the Company") is duly licensed to operate Broadcasting Stations and to Broadcast Services the Sure South Atlantic Television Rebroadcast Service ("the Service")
2. The Company shall provide a Digital Re-broadcasting Service with the following features:
 - At least 15 simultaneous channels plus capacity for two local channels
 - No interruptions by switching in the simultaneous channels.
 - Parental Control Facility (where this is available from the content provider)
 - Channel content shall initially include, but shall not be limited to, the following:
 - SuperSport, 1, 2, 3, 5, 6, 7.
 - MNET
 - MNET Movies Premiere
 - MNET Movies Drama & Romance
 - MNET Action
 - BBC World
 - BBC Entertainment
 - Discovery Channel
 - Disney
 - Cartoon Network
 - BBC Lifestyle (local channel 1)
 - National Geographic (local channel 2)
 - The Company reserves the right to change the initial channel content in the event that the Company's content provider makes changes to its channel schedules, or if the Company changes content provider.
3. The Company will re-broadcast 24 hours of the Service each day unless prevented from doing so by force majeure or through any failure on the part of its content provider that is outside the Company's control.
4. The Company shall provide a Smartcard when it considers it necessary to each Customer for reception of the service. The Smartcard shall at all times remain the property of the Company and must not be removed from the Customer's premises without the Company's authority. The Customer is not permitted to transfer the Smartcard to any other party. If any damage or loss is occasioned on a Customer's premises to the Smartcard, the Customer shall pay to the Company the amount of any costs or expenses incurred in replacing the Smartcard.

The Customer shall receive the Service pursuant to the following terms and conditions:

5. The Company makes no commitments or promises and offers no guarantees or representations regarding availability, continuous access to or reception quality of the Service. Delivery of the Service shall from time to time be subject to interruptions arising from essential equipment maintenance. Wherever possible the Company will provide advance notice to the Customer of such interruptions.
6. The Customer shall purchase a Set Top Box and will be provided with a Smartcard that is and will remain the property of the Company to enable the reception of the Service. The Set Top Box is the property of the Customer who is fully responsible for its maintenance.
7. The Customer shall pay to the Company a subscription fee of £33.00 per month plus an activation fee for a Smartcard of £6.00 to enable the Service. The subscription fee must be paid one calendar month in advance and may be reviewed by the Company from time to time.

8. The Company shall make public at least 28 days in advance of any proposed changes to those fees to the Customer.
9. The Company shall provide equipment, including an aerial installation, which is capable of receiving a signal power better than 43mV at the Customer's premises, and be solely responsible for its maintenance. The Customer will pay for the installation and any appropriate maintenance charges that may be required from time to time. The Customer shall also be responsible for obtaining the necessary approvals from the relevant authorities in connection with the installation of such equipment.
10. The Company provides the Service strictly on the understanding that the Customer will use it solely for the purpose of private, internal viewing within the Customer's premises. The Customer shall not be permitted to record or duplicate the Service nor re-broadcast, transmit or exhibit the Service (whether for a fee or otherwise) outside the Customer's premises.
11. The Company will operate a Call Centre, the contact details for which are provided below, subject to not being able to operate due to force majeure or planned outages:
 - during working hours 08:00 am to 16:00pm Monday to Fridays
 - outside of normal work hours the Company will ensure that Customers will be able to leave messages.
12. The Company will attend to reported faults in accordance with its normal fault repair service with an initial response within the next eight working hours. The normal hours of work during which faults are cleared are from 08:00am to 16:00pm, Monday to Friday, excluding statutory holidays.
13. The Service to the Customer may be terminated in the event that:-
 - i) If any fees or charges payable by the Customer shall be in arrears for 11 days after these should have been paid.
 - ii) The Customer shall be in breach of any of the terms and conditions contained herein.
 - iii) Any licence or consent, which the Company may require in order to broadcast the Service being refused or withdrawn.
 - iv) This agreement is terminated by either the Customer or the Company giving 30 days' prior written notice. The Smartcard shall be returned immediately to the Company at the end of the 30 days' notice period.
 - v) If this agreement is terminated by the Customer a deactivation fee of £6.00 will apply.
14. The Customer shall indemnify and hold harmless the Company from and against any and all claims, damages and liabilities arising from or related to any breach by the Customer of the terms and conditions contained herein.
15. Whenever AC Power is required for the installation, maintenance and operation of telecommunications equipment and systems, it shall be the responsibility of the Customer to provide electricity and pay for the running cost.
16. The Company will notify the Customer in writing 7 working days in advance of any change to the non-pricing terms and conditions.
17. The Company has available a Customer Care Centre at Bishops Rooms, Jamestown and can be visited to resolve any queries the customer may have during normal opening hours 09:00am to 15:30pm Monday to Friday, excluding statutory holidays;-

18. Alternatively the customer can contact the Customer Care Centre on telephone number 22900 during normal work hours 08:00am to 16:00pm Monday to Friday, excluding statutory holidays.
19. In the event of that the Customer has a dispute with the Company, including where it has not been able to resolve a query through the Company's Customer Care Centre, the Customer can make representations to the Chief Magistrates Office requesting an independent review. The Customer must give the Company the opportunity to resolve their dispute or query before making any such request to the Chief Magistrate for a review.

Sure South Atlantic Limited

PO Box 2,
Bishop's Rooms,
Jamestown,
St. Helena Island,
South Atlantic Ocean
STHL 1ZZ

Customer Care Centre Tel: + (290) 22900

Call Centre Fault line (Free) Tel: 121

Email: service@sure.co.sh

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