

Sky+HD

Terms and Conditions

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Important Information

Please take a few minutes to read this information carefully, together with the Terms and Conditions in this booklet relating to the products and/or services you have ordered.

By commencing installation of the Box or allowing installation to commence you are accepting the terms and conditions in this booklet that relate to its supply and installation. By using or allowing your Viewing Card to be used with the Box to receive the Sky+ Service and/or the Sky HD Service you are agreeing to the terms and conditions in this booklet that relate to those services including any changes to them or the services in accordance with these terms and conditions.

Subscriptions

To receive Sky HD channels, you will need a Sky HD subscription and a Sky digital subscription. To use the personal video recorder functionality offered by the Sky+ HD Box, you will need a Sky+ subscription.

If you have not already subscribed and wish to subscribe to Sky HD, Sky+ and/or Sky digital, call **03442 414 141** if you live in the UK, Channel Islands or Isle of Man, or **0818 719 819** if you live in the Republic of Ireland. The Terms and Conditions relating to Sky digital subscriptions are supplied separately.

Changes To The Service

Our services are variable and may change. This means:

- We can change programming, and change, withdraw or interrupt the Sky HD Channels you receive as part of your Sky HD Service. Although we aim to provide Sky HD Channels that cover a wide range of interests, unfortunately we cannot guarantee the availability of any particular Sky HD Channel or programme.
- We can replace or withdraw features or functionality of the Sky+ Service, or restrict their availability.

If you select a different Service (where available) and the change will result in a reduction to your Subscription Payment you must give us at least 31 days' notice. We can charge a reasonable administration fee if you wish to change your Service. We will let you know the amount of any fee in advance.

Will I Be Accepted As A Subscriber?

You may not be accepted if you owe us any money, or if your address is in the UK, your credit and/or fraud score is unsatisfactory. We can administer your account as we believe reasonable, depending

on the result of that scoring, which may include applying different payment terms to your account. We may use information from, or supply information to, outside agencies for credit assessment and in addition if your address is in the UK, for fraud prevention purposes, in each case in accordance with our Privacy Notice.

How Long Does A Subscription Last?

Each subscription lasts for the Minimum Term if we agree one (usually 12 or 18 months) unless you, or we, are allowed to end it earlier. You cannot cancel your Sky HD subscription or Sky+ subscription during the Minimum Term unless you have a contractual right to do so.

For details of when a subscription can be ended earlier see General Condition 5. If we end your Sky HD subscription or Sky+ subscription (or your Sky HD subscription ends automatically) during the relevant Minimum Term we will charge you an early termination charge, unless one of the exceptions stated in the Contract applies. Unless you tell us otherwise, we may charge these amounts directly to the credit or debit card which you have provided us with details of, e.g. when you paid for the installation of your Box(es) and, by entering into these contracts, you are authorising us to do so. We will give you reasonable notice before these charges are made. For more information about these charges please refer to General Condition 5 ("Ending the Service") or go to sky.com/earlytermination.

If your Sky HD Service is not subject to a Minimum Term (for example because it is provided on a rolling basis), but you have agreed a minimum term under your Sky digital subscription contract, the calculation of any early termination charge payable under that contract will include the Sky HD Service you receive. Please refer to General Condition 5 ("Ending the Service") and your Sky digital subscription contract for more information about these early termination charges.

Will The Price Of My Subscription(s) Rise During The Minimum Term?

We can increase the price for stand-alone HD Channels at any time during the Minimum Term.

We may introduce extra features or functionality to the Sky+ Service and increase your Subscription Payment. During the Minimum Term you may choose not to receive the extra features or functionality, in which case you will not be charged for them. From the end of the Minimum Term you will receive the extra features and functionality and pay the then current price for the Sky+ Service.

In all other cases during the Minimum Term, we can only increase the relevant Subscription Payment once in any 12 month period. This increase won't affect you during the first 60 days of your subscription to your chosen service(s) and will not be more than either 10% of the standard price of your subscription or the increase in the UK Retail Price Index over the last 12 months before we tell you about that price increase, whichever is greater.

When Don't These Limits Apply To My Subscription Prices?

If at any time you change your chosen Service, you will pay the then current price for your Service from the day you first receive it.

The limits on price increases do not apply after the Minimum Term of the relevant contract.

The limits also don't apply where, following a request or requirement by any regulatory authority or, as required by law (including any changes in Value Added Tax), we change any aspect of our pricing which affects your Subscription Payment directly or our pricing structures generally.

How Much Notice Will I Get If You Increase Prices?

We promise to give you at least 31 days' notice before we put the price of your Service(s) up, unless the price increase results from you changing your Service or we are required to increase our prices by law (including any changes in Value Added Tax) or because a regulatory authority requests or requires us to do so (if this happens we will try to give you reasonable notice). If you are not the payer of the relevant subscription, you must tell the payer of any price increase notice we send to you.

Box Connection For Multiscreen Subscribers

All Boxes at your Address must be connected to any residential broadband service you receive while any Sky Multiscreen subscription is active at your Address, provided we have supplied the equipment necessary to establish the connections. A Sky Multiscreen subscription is also subject to the Sky Multiscreen subscription terms and conditions which are supplied separately.

Sky Subscribers Services Limited provides customer services in relation to Sky HD and Sky+ as agent for Sky UK Limited and Sky In-Home Service Limited in the UK. Customer services in the Republic of Ireland will be provided by Sky Ireland Limited, another company within the Sky Group.

If you wish to contact us about your installation, please call **03442 414 414** (UK) or **0818 719 829** (Republic of Ireland).

How Do Special Offers Affect My Contracts(s)

If you take up a special offer, the terms and conditions of the relevant products and services will be varied to take account of the offer terms and conditions.

Calling Sky

Calls to and from Sky customer services may be recorded or monitored for training and other purposes.

Complaints

We are committed to providing you with the best possible products and services, but in the unfortunate circumstance that you have a complaint please get in touch with us straight away in any of the following ways:

- Online, you can chat to one of our online advisors by visiting the 'Complaints' page on sky.com.
- By phone - call us on 03442 414 141 if you're in the UK or 0818 719 819 if you're in the Republic of Ireland.
- By post, write to:

UK

Customer Complaints
Sky Subscribers Services Limited
PO Box 43
Livingston
West Lothian
EH54 7DD

Ireland

Customer Complaints
Sky Ireland
1 Burlington Plaza
Burlington Road
Dublin 4

If you'd like to find out more about how we deal with your complaints and options for alternative dispute resolution, read our 'Complaints Code of Practice' which you will find by visiting the 'Complaints' page on sky.com.

Alternative dispute resolution services for Sky+HD customers in the UK are provided by Communications & Internet Services Adjudication Scheme (CISAS) whose website is <https://www.cedr.com/cisas/> or you can refer your dispute to the European Commission online dispute resolution platform.

How Information We Hold About You Can Be Used

Please refer to our Privacy Notice for information about how your personal information will be used by companies within the Sky Group. A copy of the Privacy Notice is included in the Sky digital contract booklet and the latest version can be found on sky.com.

Contract Definitions

In this booklet, the following definitions apply:

Address: the address of your home in the UK or Republic of Ireland that you notify to us from time to time.

Additional Services: the provision of additional programming and other services via the Extra Capacity.

Box: an authorised digital satellite decoder capable of using Sky's digital conditional access (encryption) system (including a Sky+HD Box, Sky+ Box or standard Sky Box) including remote control but not including any associated equipment (such as a Minidish).

Conditions: the conditions in the relevant Contract set out below and any changes SHS, Sky and/or SSSL (as applicable) may make to them.

Contract(s): each of the contracts contained in this booklet as applicable: (1) between you and SHS for the supply and installation of Sky+ HD Satellite Equipment; (2) between you and Sky for provision of the Sky HD Service; (3) between you and Sky for provision of the Sky+ Service and Sky's Additional Service, and SSSL for the supply of your Viewing Card. For all customers in the Republic of Ireland each of these contracts will be provided by SIL, another company within the Sky Group.

Extra Capacity: any hard disc storage capacity which is in excess of the personal storage capacity stated on the Sky+HD box packaging and in the accompanying user manual.

General Conditions: the general Terms and Conditions set out on page(s) 13 to 19 of this booklet.

Minidish: the dish enabling reception of digital satellite broadcasts.

Minimum Term: any period agreed between us (usually 12 or 18 months) starting from the first date on which you can receive the relevant Service under a Contract, or any additional period (usually 12 or 18 months) period beginning on the date agreed between us.

PVR functionality: personal video recorder functionality.

Service(s): as applicable, the Sky HD Service and/or the Sky+ Service

SHS: Sky In-Home Service Limited Grant Way, Isleworth, Middlesex TW7 5QD.

Sky: Sky UK Limited, Grant Way, Isleworth, Middlesex TW7 5QD.

Sky Group: Sky plc, company number 2247735 whose registered office is at Grant Way, Isleworth, Middlesex TW7 5QD.

Sky+HD Box: an authorised digital satellite decoder which is capable of using a conditional access (encryption) system chosen by Sky and which, when enabled for the Sky HD Service, is equipped to receive Sky HD Channels, and when enabled for the Sky+ Service is equipped to provide PVR functionality.

Sky HD Channels: any HD channels and/or movie screens that Sky supplies and/or retails.

Sky+HD Satellite Equipment: the Sky+HD Box (including all hardware comprised in it), HD remote control and any other equipment SHS supply for use with the Sky+HD Box (e.g. Minidish and cabling).

Sky HD Service: the Sky HD Channels that you are eligible to receive based on the Sky digital and HD channel package that you subscribe to (as described in the current version of the Sky digital contract booklet and on sky.com/hd), together with any stand-alone HD Channels chosen by you.

SIL: Sky Ireland Limited, Fifth Floor, One Burlington Plaza, Burlington Road, Dublin 4, Ireland.

Sky+ Service: the enablement and provision of PVR functionality to your Sky+HD Box.

SSSL: Sky Subscribers Service Limited, Grant Way, Isleworth, Middlesex TW7 5QD.

Stand-alone HD Channel: any Sky HD Channel which Sky supplies or retails and which you may choose to add to your Sky HD Service for an additional charge.

Subscription Payment(s): the payments we have told you must pay us to provide the relevant Service(s).

UK: The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

Viewing Card: the card which will allow you to receive the Sky HD Service, the Sky+ Service and the Additional Services (and other digital satellite services, if applicable) when used with a Sky+HD Box and enabled by the relevant subscriptions.

Sky+HD Satellite Equipment Terms And Conditions

These are the Terms and Conditions that apply if Sky In-Home Service Limited (“SHS”) or a retailer acting as SHS’s agent supplies and installs Sky+HD Satellite Equipment. (If you wish to check if your retailer is an authorised Sky agent you can call us on **03442 414 141** (UK) **0818 719 819** (Republic of Ireland) or check with your retailer). References below to “we”, “us” or “Sky” shall be read as references to SHS. Sky Ireland Limited will replace all other companies within the Sky Group as the provider of services or warranties and supplier of goods in the Republic of Ireland under this Contract.

A. Sky+HD Satellite Equipment

1. We will select the make and model of equipment to be supplied to you at our discretion.
2. The Sky+HD Satellite Equipment must be installed by a Sky approved installer at your address.
3. Ownership of the Equipment:
 - 3.1. On installation, the Sky+HD Satellite Equipment becomes your property. The Sky+HD Satellite Equipment does not include the software in the Sky+HD Box, which is owned or licensed to Sky or another member of the Sky Group, or the Extra Capacity which is owned by Sky.
 - 3.2. You must allow SSSL to update the software in the Sky+HD Box by sending signals via satellite to your Sky+HD Box. You must not tamper with the software in the Sky+HD Box or authorise anybody else to do so.
4. General Conditions 2 and 3 also apply to this Contract.

B. Installation

1. Access to the Property

- 1.1. We will organise a day for installation which is convenient to both of us, subject to the availability to us of the necessary Sky+HD Satellite Equipment.
- 1.2. You must ensure that we are able to access your address on the appointed day to deliver and install your Sky+HD Satellite Equipment.

2. Consents and Permissions

- 2.1. The installation of your Sky+HD Satellite Equipment may require the agreement or consent of someone else, for example your landlord or the local council or authority. You are responsible for ensuring that all these agreements and consents have been obtained before we install your Sky+HD Satellite Equipment.

3. Additional Works

- 3.1. A "standard installation" 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. An installation may not be standard where, for example, your dish needs to be sited above two storeys, or more than 20 metres away from your Box. A 'standard' installation further assumes that if you already have satellite equipment, your existing cabling will be used in the connection of the Sky+HD Satellite Equipment.
- 3.2. If the installation of your Sky+HD Satellite Equipment is not standard you will be charged a reasonable sum for any additional equipment or works that are required. We will advise you of these charges before we install the Sky+HD Satellite Equipment, which may need to be re-arranged for another time. Alternatively, if you do not agree to those charges, you may cancel your installation, and Sky or its retail agent will repay anything you have already paid for it.
- 3.3. If you already have satellite equipment installed at your address, then some of this equipment may be used for the installation and use of your Sky+HD Satellite Equipment. Where any existing equipment needs to be upgraded or replaced for installation of the Sky+ HD Box this will be carried out as part of the installation. Unless you tell us otherwise, for example because you do not own the equipment, the installer will take away any equipment that has been replaced.
- 3.4. If you already have satellite equipment that will continue to be used and/or have it relocated within your home at your address, you must tell us at least 24 hours prior to the installation, and in that case a separate installation charge may be payable by you. If so, we will advise you of the amount of this charge, which must be paid before the day of installation of your Sky+HD Satellite Equipment. Please call **03442 414 141** (UK) or **0818 719 829** (Republic of Ireland), for further details and full installation options.
- 3.5. If a Sky Multiscreen subscription is active or has been ordered for your Address as part of the installation you must allow us to connect your Sky+HD Box to any residential broadband service you receive, provided we supply the equipment necessary to establish the connection(s).
- 3.6. Unless we tell you otherwise, and provided you do not already have digital satellite equipment, the number of Sky+ HD Boxes that we can install at your address is restricted to a maximum of 4.

C. Warranty

1. Sky+HD Satellite Equipment which is supplied and installed by Sky or an authorised Sky agent comes with a warranty against faults arising in the first 12 months after installation. The 12 month warranty also covers cabling and/or installation faults. The following are not covered by the warranty: faults arising from misuse, accidental or deliberate damage, damage arising from use of equipment that is not supplied by us or on our behalf with the Sky+HD Satellite Equipment, cosmetic damage which does not affect the functionality of the Sky+HD Satellite Equipment or damage caused by events outside our reasonable control or our equipment suppliers. To report a fault, please call **03442 414 141** (UK). In the Republic of Ireland, if you purchased your Sky+HD Satellite Equipment from a retailer acting as Sky's agent, please contact the retailer, or if you purchased your Sky+HD Satellite Equipment direct from Sky please call **0818 719 819**. If a reported fault cannot be remedied by one of our engineers during a visit to your home, then we will replace the faulty Sky+HD Box or Minidish, or the faulty component of it. Any replacement equipment will be new or 'as new' (previously used equipment that has been refurbished by the manufacturer or its authorised agent). We will warrant any repair or replacement until the later of the end of the original 12 month warranty period or 3 months from the date it was carried out.
2. This warranty does not apply outside the United Kingdom or Republic of Ireland. It does not affect your legal rights, for example in relation to Sky supplying Sky+HD Satellite Equipment which is not of satisfactory quality or not performing the installation of the Sky+HD Satellite Equipment with reasonable care and skill.
3. This warranty does not apply to Sky+HD Satellite Equipment if it was not supplied by Sky or an authorised Sky agent.

Sky HD Subscription Terms And Conditions

These are the Terms and Conditions that you must keep to if you want to view the Sky HD Service on your Sky+HD Box at your address. This contract is with Sky UK Limited ("Sky") which is responsible for providing the Sky HD Service. References below to "we" or "us" shall be read as references to Sky. For customers within the Republic of Ireland, Sky Ireland Limited (another company within the Sky Group) will replace Sky UK Limited and the contract shall be read accordingly.

1. Eligibility

- 1.1. To receive the Sky HD Service you must be 18 years of age or over and resident in the UK or Republic of Ireland.
- 1.2. The Viewing Card required to receive the Sky HD Service is supplied under your Sky digital subscription contract. Your Sky digital subscription contract must stay in force at all times during your subscription to the Sky HD Service. If your Sky digital subscription ends for any reason, your subscription to the Sky HD Service will end automatically at the same time.
- 1.3. The Sky HD Service can only be viewed on the same Sky+HD Box as your Sky digital subscription. You must not use the Sky HD Service or any part of it other than in private for non-commercial purposes at your address.

2. Sky HD Channels

We may make any of the changes specified in this Condition 2 for any reason stated in General Condition 10.1 or 10.2.

- 2.1.** The Sky HD Channels you receive will be as described in the current version of the Sky digital contract booklet. For details of the current Sky HD Channels, visit **www.sky.com/hd**, call us on **03442 414 141** (UK) or **0818 719 819** (Republic of Ireland), or ask your retailer.
- 2.2.** The Sky HD Service is variable. We can replace or withdraw advertised or other programmes on Sky HD Channels. We can change or reduce the number of hours of any Sky HD Channel's broadcast. We may encrypt or unencrypt any Sky HD channel.
- 2.3.** We can vary or withdraw any Sky HD Channel in your Sky HD Service . We will give you 31 days notice if, as a result of any such change, your Sky HD Subscription Payment changes. If during the Minimum Term of this Contract we withdraw a Sky HD Channel (except a Stand-alone HD Channel, where Condition 2.6. applies), you can keep the same Sky HD Channel at no extra charge (other than price increases under General Condition 1.5-1.6 or 1.7) until the end of your Minimum Term if you request this and we still broadcast it.
- 2.4.** Some Sky HD channels that we provide may be supplied by other broadcasters. Their availability and the availability of programmes on such Sky HD Channels are outside our control.
- 2.5.** We may supply additional Sky HD Channels within your Sky HD Service which you will not have to pay for. We can withdraw or change these channels without giving you notice. We can also change any additional Sky HD Channel you are receiving into a channel that you must pay for if you want to continue to receive it. If we do this, we will tell you what charge will apply if you wish to continue to receive that additional Sky HD Channel.
- 2.6.** We may offer you Stand-alone HD Channels. If we offer you these channels and you decide to take them, they will be included in the Sky HD Service. We will confirm to you what charges apply to these channels and how your Sky HD Subscription Payment will change. The limits described in Condition 1.5 of the General Conditions do not apply to any increase in your Sky HD Subscription Payment for any reason listed in this Condition 2.6. If we withdraw any stand-alone HD Channel you pay a separate charge to receive during the Minimum Term, you may end this Contract by giving us 7 days notice within 21 days of receiving notice from us of the change to your Sky HD Subscription Payment.

3. General Conditions

The following General Conditions also apply to this contract:

Condition 1	Subscription Payments
Condition 2	Box Connection with Sky Multiscreen
Condition 3	Liability
Condition 4	Copying and Copyright
Condition 5	Ending the Service
Condition 6	Changing the Conditions
Condition 7	Third Party Rights
Condition 8	Notices
Condition 9	Law and Geographical Limits
Condition 10	Reasons for Changes

Sky+ Subscription Terms And Conditions

These are the Terms and Conditions that you must keep to if you want to receive the Sky+ Service on your Sky+ HD Box at your address. This Contract is with Sky UK Limited (“Sky”) which provides the Sky+ Service, and Sky Subscribers Services Limited (“SSSL”) which supplies the Viewing Card. References below to “we” or “us” shall be read as references to Sky. For customers within the Republic of Ireland, Sky Ireland Limited (SIL), another company within the Sky Group, will replace all other Sky Group companies in these Terms and Conditions.

1. Eligibility

- 1.1.** To receive the Sky+ Service you must be 18 years of age or over and resident in the United Kingdom or Republic of Ireland. You must also have an active Sky+ Subscription.
- 1.2.** To receive, record and play back Sky digital programming, you must have a Sky digital subscription to the relevant Sky digital channel package, and the particular channel must still be offered by Sky as part of that package. If you have recorded any content and subsequently remove the subscription that provided access to that content, you will no longer be able to play back and view the content using the Sky+ Service.
- 1.3.** You must not use the Sky+ Service or any part of it other than in private for non-commercial purposes at your address.

2. Features and functionality

We may make any of the changes specified in this Condition 2 for any reason stated in General Condition 10.1 or 10.2.

- 2.1.** We can replace or withdraw features or functionality of the Sky+ Service, or restrict their availability. If these are features or functionality that you pay for then we will, where possible, give you at least 31 days written notice of the replacement or withdrawal. If during the Minimum Term we reduce the features or functionality of the Sky+ Service significantly, you may end your Sky+ Service immediately by giving us notice within 21 days of the change being made.
- 2.2.** We may offer you extra features or functionality. If we do this, we may increase your Sky+ Subscription Payments. However, during the Minimum Term you may choose not to receive the extra features or functionality, in which case you will not be charged for them. From the end of the Minimum Term you will receive all the features and functionality of the Sky+ Service and pay the then current price for it. The limits described in General Condition 1.6 do not apply to any change in your Sky+ Subscription Payment by reason of this Condition 2.2.
- 2.3.** We may supply extra features or functionality which you will not have to pay for. We can withdraw these features or functionality without giving notice to you. We can also change any such feature or functionality into one that you must pay for if you want to continue to receive it. If we do this in respect of a feature or functionality during the Minimum Term you shall continue receiving that feature or functionality without payment until the end of your Minimum Term. If we introduce any optional or stand-alone features or functionality that we wish to make an extra charge for, we will tell you what charge will apply if you wish to continue to receive that feature or functionality.
- 2.4.** To download content using the Sky+ Service (where available) your Sky+HD Box must be connected to a residential broadband service. Unless we tell you otherwise, downloading content will count towards any broadband usage limits that apply to your broadband service. If your broadband service is provided by a third party we are not responsible for it and you should contact your provider if you experience problems with it.

3. Sky's Additional Services

- 3.1.** The Extra Capacity is owned by us, and may be used by us and any other party authorised by us, to provide you with Additional Services.
- 3.2.** To access or use some or all of the content or features of Sky's Additional Services, you will need a Sky+ Subscription and will need to keep your Viewing Card in the Sky+ HD Box. To receive all of Sky's Additional Services, your Sky+ HD Box needs to be connected to your telephone line or the internet at all times and the Sky+ HD Box needs to be in the standby mode while not in use.
- 3.3.** If a charge applies to access or use any part of Sky's Additional Services you will be notified in advance of the applicable charge and of any other Terms and Conditions which apply.
- 3.4.** You may select not to receive Sky's Additional Services. Unless you do so, we may start making it available to you without further notice.
- 3.5.** Sky's Additional Services supplied to you may differ from that supplied to other viewers.
- 3.6.** We may alter, suspend or stop making Sky's Additional Services available to you at any time. We may do this, for example, to update the service, for technical reasons, if you have missed any payments you owe us, or if you have broken the Conditions of any part of Sky's Additional Services or of another service provided by Sky.
- 3.7.** It may not be possible for you to receive Additional Services from more than one party at a time. Sky will not be responsible for Additional Services offered by any other party.

4. Viewing Card

- 4.1.** The Viewing Card acts as a key so that you can unlock (unencrypt) digital satellite services (such as the HD Service). You are only entitled to one Viewing Card per Sky+ Contract. SSSL will not have to supply a Viewing Card where you already have a Viewing Card that can be used in the Sky+HD Box. Having a Viewing Card does not mean you have a right to receive any Service(s).
- 4.2.** SSSL continues to own the Viewing Card after it is sent to you and if SSSL asks you to, you must return it after this contract ends or when a replacement Viewing Card is sent to you.
- 4.3.** Only you may use the Viewing Card which SSSL sends you. You can only use the Viewing Card at your address with the Sky+HD Box for which it is first authorised by SSSL to receive the Sky+ Service. If you already have a Viewing Card (e.g. to receive Sky digital), then your installer may move that Viewing Card into your Sky+HD Box and it will be used to enable your Sky+ Service according to this Contract. If you wish to continue to use your existing Box to receive encrypted digital satellite services then you may order another Viewing Card for this purpose. Your first Viewing Card must be kept in your Sky+HD Box.
- 4.4.** You must only use the Viewing Card for private viewing purposes. You must not use it for any commercial or business purpose or in any premises other than your address.
- 4.5.** The Viewing Card must not be used outside the country (either the UK or Republic of Ireland) it was supplied for use in.
- 4.6.** The details you give us (including your name and address) must be accurate, true and correct and kept up-to-date at all times. Any change of your address must be notified to SSSL immediately.
- 4.7.** If you give your Viewing Card to anyone else, SSSL can make it invalid.
- 4.8.** You must not tamper with the Viewing Card or use it for anything we or SSSL do not authorise.

- 4.9.** In order to continue to use the Sky+ Service without interruption, your Viewing Card must be kept in your Sky+HD Box at all times and you will need to keep the Sky+HD Box connected to a mains supply and suitable satellite dish and in standby mode while not in use.
- 4.10.** The software in the Sky+HD Box is owned by or licensed to us or another member of the Sky Group. You must allow SSSL to update this software by sending signals via satellite to your Sky+HD Box. You must not tamper with the software in the Sky+HD Box or authorise anybody else to do so.
- 4.11.** For security reasons Viewing Cards will be replaced from time to time. If you are still subscribing to the Sky+ Service under this Contract, SSSL will try to send you a new Viewing Card before the old one becomes invalid. Viewing Card replacements will be advertised on your television screens, in Sky's customer magazine and/or in writing. If you are no longer subscribing to Sky+, you will not be entitled to a replacement Viewing Card under this Contract.
- 4.12.** SSSL shall make the Viewing Card invalid if it is necessary to protect the security of Sky's conditional access system or if it believes you are using the Viewing Card in ways which are not authorised, or where it is otherwise reasonable for us to do so.
- 4.13.** As part of the proper administration of the digital satellite platform, SSSL shall be entitled to disclose your name, Address, service you receive via the Viewing Card and its number to Viewing Card manufacturers and providers of digital satellite services for which your Viewing Card is enabled.
- 4.14.** If your Viewing Card is lost, stolen, damaged or faulty, you must tell SSSL immediately either by phoning **03442 414 141** if you live in the UK, or **0818 719 819** if you live in the Republic of Ireland, or by writing to Customer Relations, Sky Subscribers Services Ltd, PO Box 43, Livingston, West Lothian, EH54 7DD.
- 4.15.** If your Viewing Card is damaged or faulty and you return it, SSSL will replace it free of charge if it had a defect when it was supplied to you. If the card is faulty or damaged in any other way or you do not return the faulty Viewing Card, or it is lost or stolen, SSSL can charge you the cost of replacing it. SSSL will make invalid any Viewing Card that you tell us does not work and is replaced or is lost and stolen.
- 4.16.** This Condition 4 will continue to apply after this Contract ends until you return your Viewing Card to SSSL.

5. General

The following General Conditions also apply to this Contract:

- | | |
|---------------------|-------------------------------------|
| Condition 1 | Subscription Payments |
| Condition 2 | Box Connection with Sky Multiscreen |
| Condition 3 | Liability |
| Condition 4 | Copying and Copyright |
| Condition 5 | Ending the Service |
| Condition 6 | Changing the Conditions |
| Condition 7 | Third Party Rights |
| Condition 8 | Notices |
| Condition 9 | Law and Geographical Limits |
| Condition 10 | Reasons for Changes |

General Conditions

In these General Conditions, references to “we” or “us” shall be read as references to SSSL for customers in the UK and as references to Sky Ireland Limited for the customer in the Republic of Ireland.

1. Subscription Payments

- 1.1.** Unless we agree otherwise, you will be charged for the relevant Service(s) from the first date we enable your Sky+HD Box to receive the relevant Service(s). Your first Subscription Payment may be taken at the time you order the Service. Payments must be made by direct debit or by continuous credit or debit card mandate every month in advance from this date. You are not entitled to receive the relevant Service(s) unless we have received the necessary payment instruction from you to collect payments in either of these ways.
- 1.2.** If you select a different Service (where available) and the change will result in a reduction to your Subscription Payment you must give us at least 31 days notice (unless this Contract is lawfully terminated before the end of such notice period). We can charge a reasonable administration fee if you wish to change your Service. We will let you know the amount of any fee in advance. We may alter your direct debit or credit card instruction if your Subscription Payment(s) change for any reason. We may also charge any other payment under the relevant Contract under your direct debit or credit card instruction, together with any other payments that you agree we may charge under that instruction.
- 1.3.** We may collect your Subscription Payments for each Service you subscribe to together or separately. We will write to you telling you how and when we will collect your Subscription Payments and will notify you if these arrangements are to change.
- 1.4.** If you have missed any payments you owe to us or provide unauthorised payment or other details, we can suspend provision to you of the relevant Service(s) without giving you notice. If the amount outstanding is the subject of a dispute we will exercise our discretion reasonably. This does not affect our right to end the relevant Contract(s) under General Condition 5 below.
- 1.5.** We may increase your Subscription Payment(s) at any time for any reason stated in General Condition 10.1 or 10.2 by giving you at least 31 days written notice unless General Condition 1.7 applies when we will try to give you reasonable notice. If you want to remove channels from your Sky HD Service (in accordance with General Condition 1.2) and/or end the Contract(s) at the end of or after the Minimum Term (in accordance with General Condition 5.6) because you don't want to pay the higher price let us know within 21 days of receipt of our notice. If you do this you will not have to pay the price increase for the channels you remove from your Sky HD Service or the price increase for the Service(s) where you end the Contract(s) (and if your latest bill already includes the higher price we will refund the difference to you in your next or final bill).
- 1.6.** In the Minimum Term, unless it is for a reason set out in General Condition 1.7, Condition 2.6 of the Sky HD Subscription Contract, or Condition 2.2 of the Sky+ Subscription Contract, we will increase your Subscription Payment(s) in accordance with General Condition 1.5 only once in any 12 month period, and the increase will not be more than:
 - (a)** 10%, or
 - (b)** the increase in the UK retail price index over the last 12 months before we tell you about that price increase, whichever is the greater.

The increase will not affect you during the first 60 days of your first Minimum Term, and if a price rise is delayed for this reason the 12 month period referred to above will start on the date your price would have increased but for the delay. These limits do not apply to any Stand-alone HD Channels. Your Subscription Payment will also change during the Minimum Term if you change your Service and you will immediately pay the then current price for that new Service.

- 1.7.** We may also increase your Subscription Payment(s) if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing (including any changes in Value Added Tax) which affects your Subscription Payment(s) directly or our pricing structure generally.
- 1.8.** If you miss any payments you owe to us including for any Sky service we may charge you a reasonable fee to help pay for the extra costs we incur processing late payments, or interest at the yearly equivalent of 4% over Barclays Bank plc's base rate for the whole period of any late payment, to compensate us for you breaking these Conditions. Any interest is worked out daily. Details of these fees can be found on [sky.com/latepaymentfee](https://www.sky.com/latepaymentfee). These fees will not be applied to any amount you have not paid because it is the subject of an ongoing dispute between us. You will be responsible for paying all reasonable debt recovery fees/charges incurred in recovering your debt, including fees charged by any debt collection company we use. We will send you a reminder or call you before applying any late payment fees or instructing a debt collection company.

We may also charge you a reasonable fee that reflects the costs we incur if any payment instruction from you is returned to us because you do not have enough funds in your account, is cancelled or is not cleared by your bank.

2. Box Connection with Sky Multiscreen

- 2.1.** Provided we supply the equipment necessary to establish the connection(s), the Sky+HD Box and all other internet-enabled boxes at your Address must be connected to any residential broadband service you receive while any Sky Multiscreen subscription is active at your Address.
- 2.2.** If your Box is connected to your broadband router (or to a telephone line), information, including Box location information, may be passed from it to Sky and us and vice versa. See our Privacy Policy for details on how such information can be used.
- 2.3.** You must give Sky or Sky In-Home Service Limited reasonable access to inspect the Boxes at your Address to check that any Box used to receive a Multiscreen subscription is located at the same Address as the Box used to receive services under your first digital subscription.

3. Liability

- 3.1.** Neither we, SHS or Sky will be liable for:
 - (a)** any fault in your Viewing Card caused by you tampering with it, your negligence or failure to follow our instructions or these Conditions;
 - (b)** use of your Viewing Card with any decoding apparatus we do not authorise;
 - (c)** any fault in the HD Satellite Equipment or any other equipment you use, if this was supplied by a third party (including a retailer not acting as Sky's agent) or under a separate contract;
 - (d)** the act of ending this Contract according to Condition 5;

- (e) any delay or failure caused by events outside their respective reasonable controls; Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war and government action;
- (f) any damage to separate devices or digital content that belong to you where such damage would not have been caused if you had followed our reasonable instructions;
- (g) any loss or damage caused by them or their respective employees or agents in circumstances where:
 - (i) there is no breach of a contractual obligation or legal duty of care owed to you by them (as the case may be) or any of their respective employees or agents;
 - (ii) such loss or damage was not contemplated by both you and them at the time we entered into this Contract.
- (h) any loss or damage caused by them or any of their respective employees or agents to the extent that such loss or damage results from any breach by you of the relevant Conditions, unless they or their employees or agents were in breach of a legal obligation or duty of care owed by them and that breach was the most significant cause of the loss or damage.

3.2. Where we are acting as agent for SHS and/or Sky, we have no liability to you. This Condition shall not restrict or exclude our liability to you for death or personal injury as a result of our, SHS's, SIL's or Sky's negligence, or for fraudulent misrepresentation.

3.3. We are not permitted to exclude our liability for certain matters, for example we cannot exclude our liability to you if the Service(s) we supply are not of satisfactory quality or fit for purpose or do not match the description. This General Condition 3 shall not affect any such liability that we have to you. If you require any advice on your legal rights you can refer to www.adviceguide.org.uk (UK) or www.consumerconnect.ie (Ireland).

4. Copying and Copyright

4.1. You must not do or authorise any of the following:

- (a) copy any channel or programme except for time-shifting for private and domestic use;
- (b) copy (except as permitted under the Copyright Designs and Patents Act 1988 ("Act"), as amended from time to time), redistribute or relay any channels (or any part of them) and/or recordings made via the Sky+ Service other than permitted by the Act. The exceptions in the Act are limited and you must make sure that you are legally entitled to rely on one of them;
- (c) sell or make any charge for watching any channel or programme or any recording of any channel or programme;
- (d) show any channel or recorded programme to the public, even if no charge is made;
- (e) tamper with or modify the signal of any channel or programme made available on your Box; or
- (f) alter, cover, modify or remove any graphics, logos or other on screen text or images appearing on any channel or programme.

4.2. We may disable or alter remotely certain functions of your Sky+HD Box or Sky HD Service so as to prevent you from copying certain channels or programmes that we are bound by contract to prevent.

5. Ending the Service

- 5.1. You must subscribe to the Sky HD Service for the Minimum Term and you cannot cancel your subscription during the Minimum Term** unless: (a) you end it where you have a right to do so under General Conditions 5.3 or 5.4 or Condition 2.6 of your Sky HD Subscription Contract; or (b) you cancel your Sky HD Subscription Contract in accordance with the rights set out in 'Your Rights to Cancel' in your Sky+HD contracts booklet. If you do not subscribe to the Sky HD Service for at least the Minimum Term you will breach these Conditions (unless you are permitted to end or cancel your subscription early).
- 5.2. You must subscribe to the Sky+ Service for the Minimum Term and you cannot cancel your subscription during the Minimum Term** unless: (a) you end it where you have a right to do so under General Conditions 5.3(a) or 5.4 or Condition 2.1 of your Sky+ Subscription Contract; or (b) you cancel your Sky+ Subscription Contract in accordance with the rights set out in 'Your Rights to Cancel' in your Sky+ or Sky+HD contracts booklet. If you do not subscribe to the Sky+ Service for at least the Minimum Term you will breach these Conditions (unless you are permitted to end or cancel your subscription early).
- 5.3.** You may end the relevant Service, including during the Minimum Term, (a) by giving us seven days notice within 21 days of receiving notice from us or Sky telling you, in accordance with General Condition 6, we are going to change the Conditions which apply to that Service; or (b) immediately by giving us notice within 21 days of a reduction in the number of Sky HD Channels (excluding Stand-alone HD Channels) within, or the level of service of, your Sky HD Service, and, in each case, you reasonably consider that you have been materially disadvantaged by this.
- 5.4.** If we or Sky break these Conditions, you can end the relevant Service by giving us at least seven days written notice at any time (including during the Minimum Term).
- 5.5.** We can immediately suspend all or part of the Service(s), and/or end the Service(s) by giving you at least seven days written notice at any time (including during the Minimum Term) if:
- (a)** you break any of the Conditions, although for non-serious breaches we will first give you an opportunity to put things right which you will need to do within 7 days. For serious breaches (for example if you break Condition 1.3 of the Sky HD Subscription Contract, Condition 1.3, 4.3, 4.4 or 4.8 of the Sky+ Subscription Contract, or General Condition 4) we may exercise this right immediately;
 - (b)** you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate and sufficiently serious to justify restricting or ending the Service and/or this Contract; or
 - (c)** we have reasonable grounds to suspect fraud or any other unauthorised activity.
- 5.6.** If you or Sky want to end a Contract for any other reason, you or Sky may do so at the end of or after the relevant Minimum Term by giving the other 31 days notice.
- 5.7.** If you or Sky end your Service(s), you will not be entitled to continue to receive the relevant Service(s) and we will make the Viewing Card invalid for that purpose.
- 5.8.** We will not refund any Subscription Payments or other payments made under a Contract if we end a Contract because you have broken the Conditions. You will have to pay Sky an early termination charge if, during the relevant Minimum Term, we end your Sky+ or Sky HD Service in accordance with General Condition 5.5 or your Sky HD Service ends automatically unless, in relation to your Sky HD Service only, we end your Sky HD Service (or it ends automatically) because you have ended your Sky digital subscription for one of the reasons set out in Condition 11(a)(i) - (iii) of your Sky digital Subscription Contract or because we or Sky have

broken any of the Conditions of your Sky digital Subscription Contract . The early termination charge shall not be any more than the charges you would have paid for the remainder of the relevant Minimum Term (assuming you would have continued to subscribe to the same Service and Stand-alone HD Channels) less any costs we or Sky save, including the cost of no longer providing you with the relevant Service and the benefit to us in receiving payment early. You may be able to reduce the amount of these early termination charges by changing your Service (where permitted) and/or removing any Stand-alone HD Channels in accordance with this Contract, provided such change takes effect before this Contract ends. Unless you tell us otherwise, we may charge any early termination charges due to the debit or credit cards which you have provided us with details of, e.g. when you paid for the installation of your Box(es), and by accepting the terms of this Contract you authorise us to do so. We will give you reasonable notice before making any charges. For more information about these charges go to [sky.com/earlytermination](https://www.sky.com/earlytermination).

If your Sky HD Service is not subject to a Minimum Term (for example because it is provided on a rolling basis), but you have agreed a minimum term under your Sky digital subscription contract, the calculation of any early termination charge payable under that contract will include the Sky HD Service you receive and we will treat it as part of your "Option" that we assume you would have continued to subscribe to for the remainder of that minimum term. You may be able to avoid this by removing the Sky HD Service from your Sky TV subscription in accordance with this Contract, provided such change takes effect before your Sky digital subscription contract ends. Please refer to your Sky digital subscription contract for more information about early termination charges.

6. Changing the Conditions

- 6.1.** We or Sky may not change or add to the following conditions -General Conditions 1.5, 1.6, 1.7, 3 or this Condition 6 or Condition 2.5 of the Sky HD Subscription Contract or Condition 2.2 or 2.3 of the Sky+ Subscription Contract except for security, legal or regulatory reasons.
- 6.2.** We or Sky may change any other Conditions for a reason stated in General Condition 10.1 or 10.2 provided that if you reasonably consider that you would be materially disadvantaged by this you may end this Contract under Condition 5.3, even if you are within your Minimum Term.
- 6.3.** Unless the change is required to be made immediately for valid legal or regulatory reasons in which case we will notify you as soon as reasonably possible, you will receive at least 31 days notice of any changes to these Conditions. This right to vary will not be used to change the terms of any special offer which applies to you and you have accepted during the term of the offer.

7. Third Parties and Rights to Transfer the Contract(s)

- 7.1.** We, SHS and Sky can transfer our respective rights or obligations under these Contract(s) to any company, firm or person provided this does not affect your rights under these Contract(s) in a negative way. For customers within the Republic of Ireland, Sky Ireland Limited (another company within the Sky Group) will replace all other Sky Group companies in these Terms and Conditions.
- 7.2.** These Contract(s) are personal to you. You may not transfer your rights or obligations under these Contract(s) to anyone else, and no third party is entitled to benefit under these Contract(s) except pursuant to Condition 7.1.

8. Notices

- 8.1.** If we, Sky or SHS are required under these Contract(s) to give you notice it must be in writing. We will send notices using any of the contact details we hold for this purpose (including,

unless you tell us otherwise, to the primary email address we hold for you). If we send you a notice with any other document, such as the satellite television magazine, the notice will be clearly marked and, if sent by post, will be on a separate sheet of paper.

- 8.2.** You must provide us with accurate, true and correct contact details. You must keep this information up-to-date and check the primary email account we hold for you regularly.
- 8.3.** Any notice you give to end a Contract (other than where you are exercising your right to cancel during your cooling off period for which see 'Your Rights to Cancel Your Order' section below) must be given by phone (**UK - 03442 41 44 14 / ROI - 0818 719 829**) or by using one of our online messaging options described on sky.com. Notice given by these means will be processed immediately. You can also write to us (**Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian, EH54 7DD**) or e-mail us at mysky@sky.uk. If notice is given by these means we may need to verify account information before the notice is effective (and once verified the notice will be effective from the date of the original notice). We will acknowledge written requests by return letter or email and will contact you by phone to verify you as the account holder and process your cancellation. More information on how to cancel can be found by searching 'How to cancel' in the Help section on sky.com.

9. Law and Geographical Limits

- 9.1.** These Contracts are governed by English Law unless you live in Scotland, Northern Ireland or the Republic of Ireland, in which case it will be governed by Scots law, Northern Ireland law or ROI law (as applicable). Any disputes under these Contracts shall be dealt with by the courts of the country whose law governs your Contract, unless you live in Scotland, Northern Ireland or the Republic of Ireland in which case you can choose to bring a dispute before the courts in your country or the English courts instead.
- 9.2.** These Contracts only apply if your address is in either the UK or Republic of Ireland. If you move home from the UK to the Republic of Ireland or vice versa then you must notify us. Your Subscription Payment(s) and the channel line up available to you may change as a result of such a move. You may also need to re-arrange you payment instruction so that your Subscription Payments are made from a bank account kept in the same country as your new address.

10 Reasons for Changes

- 10.1** We may make changes in accordance with the other Conditions of these Contracts for any of the following reasons:
- (a)** The Services are variable in nature and have variable prices (this means they may be changed, altered, improved or added to at Sky's discretion as this ensures we respond to customer needs and remain competitive);
 - (b)** We intend to change the way we structure our products and services;
 - (c)** We are introducing new programmes, content, products or services;
 - (d)** The cost to Sky of providing the Services increases (for example, we have to pay third parties more for their content);
 - (e)** Other costs associated with running our business increase (for example, we invest in improving customer support);
 - (f)** We change the way we provide products and services to you (for example, we develop new technology to provide you with a better TV viewing experience)
 - (g)** To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of our digital satellite platform);
 - (h)** We reorganise the way we structure or run our business;
 - (i)** Valid legal or regulatory reasons; or

- (j) We change the Conditions to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our customers are on the same Conditions.

10.2 We provide the Services on an ongoing basis and we cannot foresee what may change in the future. This means we may need to make changes in accordance with the other Conditions of these Contracts for reasons other than those set out in General Condition 10.1 above.

Your Rights To Cancel Your Order

Notice of your statutory right to cancel in your cooling off period

Please note:

Please refer to your Subscription Contract for information about when and how you can end your Contract once your cooling off period has ended.

Cancellation period: You have the right to cancel your order for a Box, related subscription or other product (e.g. remote control, tvLINK) without giving any reason any time up to 14 days ("cooling off period") from the later of: (i) delivery; (ii) installation; or (iii) receipt of the relevant terms and conditions for that product/service.

Please note:

- If you have only ordered subscription(s) from us you can cancel your order for them at any time before the Viewing Card is used to receive the relevant subscription service.
- The right above does not apply in the case of a subscription if you asked for it to be made available during the cooling off period and Sky asked you to acknowledge that you would lose the right to cancel at that point and you did so.

Sky may offer an enhanced cooling off period from time to time which we will advise you of at the time of your purchase.

How to cancel: Any cancellation within this timeframe must be in accordance with this notice. You can cancel your Sky order by:

- i. calling 03442 41 44 14 (UK) or 0818 719 829 (Ireland);
- ii. writing to Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian EH54 7DD; or
- iii. visiting the "Contact Us" section at sky.com and completing the online cancellation form (UK) or requesting that we cancel your service via My Sky (Ireland).

You must give your name, customer account number, address, post code, telephone number and, where available, your e-mail address in order to cancel your order. If you cancel in writing we will send you an acknowledgement of receipt by e-mail, or letter if we do not have an e-mail address for you.

Effects of cancellation: If you cancel a contract during your cooling off period we will refund to you all payments received from you, including the costs of delivery of any equipment you ordered e.g. a Box, remote control, TVlink ("Equipment"), but if you requested a service to begin during the cooling off period, you must pay us an amount which is proportionate to the service provided up to the point you cancelled your order, including for any Sky Box Office or Sky Store purchases. You will not receive a refund for any one-off fees for activation or set up services if you cancel a service after activation. If you cancel Equipment we will automatically cancel any related subscription unless you tell us otherwise. Cancellation of orders for other products will not affect your Sky digital subscription.

Return of Equipment: If you cancel a contract you are responsible for returning the Equipment provided under that contract without undue delay using the returns method provided with the Equipment. You are responsible for the costs of returning the Equipment you have ordered and Sky may charge you our direct returns costs. Sky can offset any returns costs against any money that it owes to you for any reason. You must keep any Equipment that has been delivered to you safe until it is returned. We may make a deduction for any loss in value as a result of unnecessary handling by you.

Discounts: If you have received any discounted Equipment and/or set-up services, and during your cooling off period you cancel any conditional contract but wish to keep your Equipment, you will no longer be eligible for that discount and will be required to pay Sky the difference between the discounted price and the full standard price for the Equipment and/or set-up services.

Refunds: We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 14 days after the day we either receive the Equipment back from you or receive evidence from you that the Equipment has been returned (such as a proof of posting receipt). We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise.

These cancellation rights do not affect your legal rights. If you require any advice on your legal rights, you can refer to www.adviceguide.org.uk (UK) or www.consumerconnect.ie (Ireland).



Believe in better

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