

NORFILMS 'S APPROVED FREESAT INSTALLER TERMS & CONDITIONS

NORTHERN FILMMAKERS LIMITED (NORFILMS) has been acknowledged as a retailer under the Freesat Service Level Agreement (SLA). Subject to this SLA Freesat only permits the Retailer to supply Installation Services to customers through Installation Engineers who agree to appropriate Terms of Service. By registering as an Approved Installer here, you agree to be bound to these Terms and you must inform NORFILMS immediately and in writing of any breaches by yourself, your staff and your contractors.

This Agreement may be modified at any time and you agree to comply with changes as notified or your status as an Installer for the Freesat Retailer may be withdrawn.

DEFINITIONS

For the purpose of this agreement the following definitions shall apply:-

“Freesat” - Freesat (UK) Ltd, who provides the free to view satellite broadcast service. FREESAT is a registered trade mark and the Freesat Logo is a trade mark of Freesat (UK) Ltd;

“Retailer” - Northern Filmmakers Ltd (Norfilms) offering the sale of Freesat Products through its web site and by any other suitable means;

“Installer” - an individual qualified installation engineer or an organisation employing one or more engineers offering installation services for the product.

“Engineer” - any persons employed and/or contracted by the Installer to provide the Installation Services;

“Product” – television receivers or other devices which are used to receive the Services and which have been approved by Freesat and are branded with Freesat’s trade marks as permitted in accordance with a trade mark licence agreed to in writing between Freesat and the manufacturer of the Product (see Freesat website for details of approved manufacturers);

“Installation Services” – the installation of a satellite dish and/or any other equipment required to receive the Services, together with any related services provided by an Installer in relation to the Product;

“Services” - the collection of free to view channels and services provided by Freesat under the FREESAT brand and available on the UK digital satellite television platform;

“Equipment” – components of the satellite reception system to be provided by an Installer in the Installation Services;

“OU Specification” - the outdoor equipment specification that Freesat requires the Installer to comply with as set out in Appendix 1 as amended from time to time by Freesat in its sole discretion and notified to the Installer;

“RDI Status” - the qualification available from the Department for Business Enterprise and Regulatory Reform’s “Registered Digital Installers Scheme”;

“Standard Installation” – the standard form of installation as set out in Clause 2.1 below.

GENERAL GUIDELINES & REQUIREMENTS

The Installer must comply with the Terms as set out below, or as otherwise amended from time to time as a result of an update by Freesat (UK) Ltd (“Freesat”) and notified to the Installer by the Retailer.

A. Installer - Customer Care.

The Installer must:

- A.1 Give the Customer detailed information on the services and the installation requirements – including costs of standard installation.
- A.2 Advise the customer correctly on dish installation issues such as line-of-sight, landlord’s permission, local council restrictions and planning requirements. Due to these and other factors, not all sites are

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suitable for a standard install. The Installer will ensure that it asks the customer at the time of booking an installation the following questions to confirm that the customer has purchased the correct Installation Service for their requirements and understand the installation process:

- (a) Do you have permission from the landlord/property owner?
 - (b) Are there any local council restrictions on having a dish on your home?
 - (c) How high is your property (storeys)?
 - (d) Do you have a south facing wall that a dish can be attached to?
 - (e) How many Products are you having installed? How many of these Products are PVRs?
- A.3 Customer must be advised of any extra costs and permissions to be sought before installation.
- A.4 Give the Customer good after-sales support including a minimum of 1 year warranty on the installation.
- A.5 Ensure any post-install issues are resolved quickly to the customer's satisfaction.
- A.6 Keep adequate records to confirm successful installation and allow any follow-up needed with the customer, including surveys from Freesat.

B. Installation

- B.1 The Installation must meet Astra's "Reception Equipment Recommendations" document, the CAI Code of Practice and the Freesat requirements as notified on their website or by Freesat from time to time.
- B.2 In addition to these Installation and Equipment specifications, the Freesat ODU (Outdoor Unit = dish and LNB) must be a black mesh elliptical dish (no greater than 50cm in Astra's Zone 1) fitted with a suitable Universal LNB.
- B.3 The Installer must demonstrate Freesat services on the customer's equipment as installed (including TV and recorder where fitted).
- B.4 Required services include the EPG, HD channels for HD systems and others as listed on the website and notified from time to time.
- B.5 The Installation must include a signed form from the customer confirming the install has been carried out to their satisfaction and the services are being correctly received. Current services are in Appendix 2 and will be updated on the Freesat website from time to time.

C. Regulations

- C.1 The Installer must comply with all relevant regulations and legislation including, but not limited to, Health and Safety, Data Protection, Anti-Discrimination and Equal Opportunities.
- C.2 Documentary proof of your policy in these and other areas may be required and must be provided upon request.

TERMS OF AGREEMENT

1. Qualifications and Accreditation

- 1.1 All Installers shall hold, and shall ensure that their Engineers hold, the relevant qualifications and/or accreditation. Installers shall ensure their Engineers have, as a minimum:
- (a) undertaken UK Health & Safety training which meets the requirements of the Work at Heights Regulations 2005 (<http://www.opsi.gov.uk/si/si2005/20050735.htm>);
 - (b) given full criminal records disclosure and have no unspent criminal convictions.
- 1.2 Without prejudice to clause 1.1, the Installers shall ensure that they/their Engineers (as appropriate) obtain at least one of the additional qualifications or accreditation's set out below in descending order of priority:
- (a) RDI Status;
 - (b) Level 2 or 3 National Vocational Qualification in Electrical and Electronic Servicing (Signal Reception Pathway);
 - (c) Evidence of registration for the RDI course (Associate RDI Status);
 - (d) The City and Guilds Certificate in Digital Television or DHTI+ (unit 26 of the BTEC Certificate for ICT practitioners at Level 3) obtained within the past two years;
 - (e) CAI SMATV (Confederation of Aerial Industries, Satellite Master Antenna Television qualification);
 - (f) CAI+

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2. Installation Requirements

- 2.1 Installers must, as a minimum, provide the following at each Standard Installation:
- (a) at least one Engineer;
 - (b) the supply and installation of one satellite dish, one wall bracket; and Low Noise Block (“LNB”), as appropriate (compliant with the OU Specification) at a height of up to 10 metres from the ground;
 - (c) the supply and installation of up to 20m of Confederation of Aerial Industries (“CAI”)-approved coaxial cable and one f-type connector at each end of the cable to connect antenna and receiver;
 - (d) the supply and installation of cable clips, ties and tape to secure the coaxial cables to the dish and wall and to prevent waste and water ingress into the cables;
 - (e) a cable entry hole through at least one external wall, where possible sloping downwards towards the outer face and which, once the cable is in position, is to be sealed with a suitable sealant so as to prevent water ingress;
 - (f) where required, the supply and installation of a bracket and mast to provide a clear line of sight to the satellite;
 - (g) connection and set up of a satellite set top box to one television and one recording device at the set top box location. If the customer has selected an Integrated Digital Television (“IDTV”) Product, connection and set up of the IDTV and one recording device at the IDTV location;
 - (h) testing and demonstration of received satellite services using representative channels and services, as set out in Appendix 2 or as amended by Freesat from time to time and made available on its website, to confirm that the new service is operational following the installation of Equipment to the levels set out in the OU Specification; and
 - (i) demonstration to the customer of the Product and Services as defined on the Website.
- 2.2 The Installer will ensure that all Equipment required for installation meets the OU Specification.
- 2.3 For non-Standard Installations, being those that require more than one Engineer and/or additional requirements to those set out in Clause 2.1 (b) – (i) above, Installers will supply Retailers in advance with a ratecard for any Equipment or services required in addition to those covered by a Standard Installation. This will enable Retailers to make consumers aware of potential additional costs in advance.
(NOTE: It is understood by the Retailer that this information will be provided directly to each customer based on the particular circumstances of an installation. This information will only be required by the Retailer if Freesat require provision of the information to them for their auditing purposes; or, at a future date, for display alongside contact information provided to the public by the Retailer.)

3. Service Levels

- 3.1 Unless the Retailer has already done so (and has duly notified the Installer accordingly), the Installer will ensure that it has offered the customer an installation slot to take place within 10 days (Monday to Saturday, excluding bank holidays) of the customer having made contact to arrange the Installation Services. If the customer is unavailable on the arranged day the Installer will leave contact details (if possible) and use all reasonable endeavours to make contact with the customer as soon as reasonably possible thereafter.
- 3.2 Installation will only be deemed complete when it has been inspected and verified by the engineer, where subordinate staff or apprentices are employed for the installation, and on signature by the customer approving the work is complete to their satisfaction.
- 3.3 The Installers will honour the appointments made or an agreed change will be made with the consumer.
- 3.4 Installers will provide either directly to the customer or via a Retailer, a resource to deal with post-installation queries. Installers should also be able to demonstrate a clear escalation process for dealing with queries, from initial contact through to arranging engineer visits and completing issue resolution.
- 3.5 Installers will provide any information reasonably requested by the Retailer to monitor performance of the Installer and compliance with the Installer Guidelines and other terms of this Agreement,

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including but not limited to documentary evidence of the performance of the Outdoor Unit, which has been verified by an independent testing organisation

- 3.6 Installers must comply with all relevant regulations and legislation including, but not limited to, Health and Safety, Data Protection, Anti-Discrimination and Equal Opportunities.

4. Sales Promotions & Commissions for Installers

From time to time the Retailer may offer sales promotion and incentive campaigns to customers through the Installer. Such promotions will only begin at the Retailer's discretion and when, either:-

- 4.1 The number of registered and approved Installers has exceeded ONE HUNDRED (100); or
4.2 the number of Products sold by the Retailer exceeds TWO THOUSAND (2,000).

Where such promotions are offered to customers through Installers:-

- 4.3 The Installer will receive a unique identification code for the promotion to circulate to all customers or prospective customers within the local community to be used on the Retailer's web site for purchases.
4.4 The Retailer will notify the Installer of the duration of the promotion, the date of launch and the date of closure.
4.5 No customer sales will be accepted with the promotional code before or after the period of the promotion.
4.6 If the Installer promotes the campaign before the launch date that Installer may be removed from the list of Approved Installers.
4.7 Where promotional material is produced by the Retailer the Installer will be permitted to use it within the limits laid down at the time it is issued; and the Installer is not permitted to alter any promotional material, unless specifically permitted as part of that material.
4.8 The Retailer may offer a commission to the Installer for each sale received by the Retailer during a campaign which does not result in any return of goods and refund of money to the customer.
4.9 No commissions will be paid for sales outside the period of the campaign.
4.10 Where a commission is offered the number of sales in the first month minus the number of refunds during that and the following three, second, third and fourth, months will be calculated in the following, the fifth, month; and the Installer will receive payment of the commission at the end of the following, the sixth, month.
(This prevents a bulk sales fraud being carried out and allows time to calculate the commissions payable to and prepare payment for the Installer.)
4.11 If any suspicion of fraud arises through the use of an Installer's promotional codes those codes will be suspended immediately for investigation, possibly involving the Police if alerted by the Retailer.
4.12 Payment of commission will take place by direct bank transfer to the Installer's business bank account; and the Installer is responsible for providing the Retailer with accurate details of the Installer's business bank account to receive funds.
4.13 The Retailer is not responsible for any loss of funds during bank transfer if inaccurate information has been given for this purpose.

5. Retailer Terms

- 5.1 It is confirmed by the Installer that they are, if a single individual, at least 18 years of age and legally competent to enter into this agreement; or, if an organisation, are the authorised person to enter into this agreement on behalf of the organisation.
5.2 To register and become an Approved Installer with the Retailer the Installer will pay a single non-refundable registration fee for administrative costs and placing the Installer's details on the web site for the duration of the Freesat receiver sales campaign.
5.3 In registering with the Retailer the Installer accepts that there is no contract of employment or liability with the Retailer; and,
5.4 that the Installer is fully equipped to provide a comprehensive installation service to customers.
5.5 The Retailer undertakes to provide the Installer with access to customers interested in employing the Installer for the purpose of installing the Products.

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- 5.6 This access shall be provided by placing information and contact details of a registered Installer on the Retailer's web site, or making such information available to the customer by other means as and when resources permit.
- 5.7 The Retailer gives no guarantee of sales or custom for the Installer now or in the future.
- 5.8 The Retailer will only provide details of registered Installers who have met the criteria in this Agreement and provided suitable evidence of qualifications to the Retailer for verification.
- 5.9 The Retailer will NOT provide access to customers for Installers who have not registered with the Retailer.
- 5.10 In registering with the Retailer and undertaking the obligations of this Agreement the Installer accepts full legal and financial liability for the provision of Installation Services to the customer and absolves the Retailer of all responsibility and liabilities for the provision of this service.
- 5.11 The Installer shall undertake full direct responsibility for assessing the customers' ability to meet the Installers requirements as to installation contract, suitability of location, etc., in line with this Agreement.
- 5.12 The Installer shall not now or at any time in the future hold the Retailer or Freesat responsible for any damages, losses, injury resulting from undertaking an installation with any customer of the Retailer.
- 5.13 The Installer shall not at any time misrepresent either the Retailer or Freesat in any manner, make claims, promises, commitments., etc., on behalf of either the Retailer or Freesat.
- 5.14 Any breach of the above terms shall result in immediate disqualification of the Installer from being approved by the Retailer and removal from the published list of approved Installers until such a time as any disagreement is resolved with the Retailer.
- 5.15 The Installer accepts full liability for any damages to the Retailer from either the customer or Freesat resulting from actions of or failure of service by the Installer.
- 5.16 If the Retailer receives repeated and unresolved complaints from customers about the performance of the Installer the Retailer may remove the Installer from the registered list of approved Installers.
- 5.17 The Retailer reserves the right to alter these terms at any time.
- 5.18 The Retailer is not responsible nor shall be held liable for any failure of service or function to the Installer as a result of events or actions outside the reasonable control of the Retailer, including: technical failure of equipment, communications, etc.; failure of service by third parties; economic, political or social disruption(s), nationally or internationally; acts of war(s); acts of god(s); weather conditions; natural events and/or disasters; etc.
- 5.19 This agreement may be cancelled without bias at any time by notice in writing by either party to the other by suitable means of approved contact, including: facsimile transmission, by mail to the registered business address of the other party, by transmission of any electronic mail to the other party.
- 5.20 No waiver by the Retailer of any breach of the terms by the Installer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 5.21 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 5.22 The agreement shall be governed by the laws of England, and the Installer agrees to submit to the non-exclusive jurisdiction of the English courts.

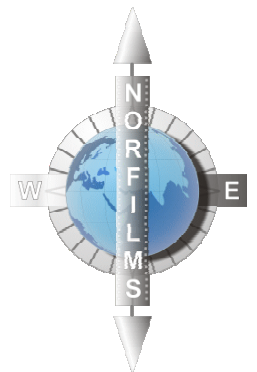
Acceptance

This agreement is issued electronically, and by registering and making the registration payment(s) through the Norfilms web site you, the Installer, have agreed to these terms.

If, before completing your registration, you wish to discuss the agreement and the services you are able to provide then you may do so initially through the web site Contacts page.

Thank you in advance for your participation in FREESAT FOR FREE.

Northern Filmmakers Ltd
Registered Company: 3200046 (England & Wales)
Registered Office: 324 Manchester Road, West Timperley, Altrincham, WA14 5NB



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APPENDIX 1 - OVERVIEW OF PROVISIONAL FREESAT OUTDOOR UNIT SPECIFICATION

General

Freesat aims to provide the UK with free-to-air digital satellite services. These will be broadcast from satellites operated by Astra and Eutelsat, and will conform to the well-established DVB-S standards. The present document specifies the outdoor unit; that is, the dish and low-noise block (LNB). It is aimed at installers of the Equipment, and is based on Astra's 'Reception Equipment Recommendations' document.

Appearance

The appearance of the outdoor unit is of great importance, and must be consistent with the Freesat's requirement for high quality. It is equally as important that the Equipment should retain its appearance throughout its working life; rust-streaks appearing during that time are not acceptable.

- The dish shall be constructed of steel mesh, passivated and given a durable matt-black finish.
- All associated metalwork shall also be passivated and match the appearance of the dish.
- The dish shall be near circular and no greater than 50 cm mean diameter.¹
- The manufacturer's logo shall be applied discreetly.
- The LNB shall be passivated and should suit the appearance of the dish.

(¹ This applies to reception in 'Zone 1'. Larger dishes may be necessary in 'Zone 2'.)

Environmental Resilience and Conformance

The outdoor unit must maintain its appearance and electrical performance throughout its working life.

- The manufacturers shall submit samples of the Equipment to accelerated corrosion testing. Corrosion damage should be minimal after 1,000 hours of salt-spray.
- Resistance of paintwork to ultraviolet damage shall be assessed by a similar accelerated test.
- All fixings must be adjustable or removable, as appropriate, after 10 years' service.
- The outdoor unit shall withstand a continuous wind-speed of 100 km/hr without reduction in performance, and of 190 km/hr without permanent damage.
- Electrical performance shall be unimpaired between -10 °C and +40 °C. Temperatures between -25 °C and +60 °C shall cause no permanent damage.
- The Equipment shall be RoSHH compliant; for instance, it must not contain lead solder or cadmium-plated parts.

Mechanical Details

The mechanical details are concerned with robustness, plus ease and safety of installation.

- The outdoor unit shall be supplied in a robust package capable of withstanding all normal handling. The box shall contain all hardware needed for a typical installation.
- Hardware shall include appropriate fixings for a masonry wall and a mast of 38–50 mm diameter. These fixings shall be safe for wind-speeds of 190 km/hr, verified by a test-house.
- The elevation range shall be 0 ° to 55 °, and the azimuth range ± 70 °.
- The outdoor unit shall be designed so that the dish can be fitted after its mounting bracket has been secured to the wall or mast. The fitting must be a simple one-man task.
- All adjustments, such as those for elevation and azimuth, shall be easy to make, and with a minimum of backlash.

Antenna Electrical Characteristics

The antenna electrical characteristics are largely as given in Astra's 'Reception Equipment Recommendations' document. It is possible that some minor changes will be needed.

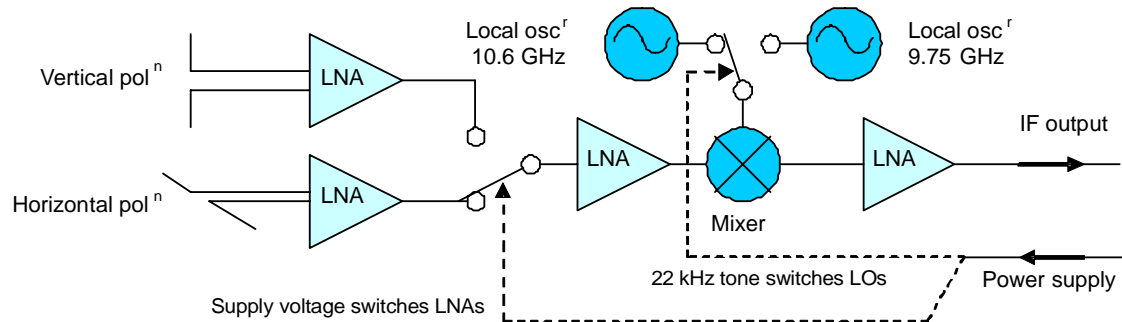
- *Frequency range:* 10.70 – 12.75 GHz
- *Receive polarisation:* Orthogonal linear. Selection by means of LNB supply voltage.
- *Crosspolar discrimination* Better than 25 dB. Measured on-axis.
- *Gain:* Greater than 35 dB_i. Co-polar and on-axis; off-axis response as shown in Figure 5 of the Astra document.
- *Focal length/diameter :* 0.6 – 0.7. 'Effective diameter' for elliptical dishes.

The electrical characteristics of a sample shall be verified by an accredited independent test-house.

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LNB Architecture and Electrical Characteristics

The LNB is assumed to possess the following 'universal' architecture:



Variants providing two or four independent outputs are also possible, details of which are given in Astra's 'Reception Equipment Recommendations' document. As these 'twin' and 'quad' LNBs have both local oscillators running at all times, care must be taken to ensure conformance to the specification for spurious outputs.

LNB Electrical Characteristics

- | | | |
|----------------------------------|--------------------------|--------------------------------------------------------------------------------------------|
| • Input frequency | 10.70 – 11.70 GHz | Low Band. |
| | 11.70 – 12.75 GHz | High Band (12.75 GHz for Astra services). |
| • Output frequency | 950 – 2150 MHz | Low and High Bands. |
| • Local oscillator | 9.75 GHz \pm 5 MHz | Low Band. |
| | 10.60 GHz \pm 5 MHz | High Band (12.75 GHz for Astra services). |
| • Local oscillator drift | Below 0.5 MHz | Within 1 hour of LNB being powered. |
| • Phase noise | Below -50 dBc/Hz | At 1 kHz offset. |
| | Below -75 dBc/Hz | At 10 kHz offset. |
| | Below -95 dBc/Hz | At 100 kHz offset. |
| | Below -105 dBc/Hz | At 1 MHz offset. |
| | Below -115 dBc/Hz | At greater than 10 MHz offset. |
| • Local osc ^r leakage | Below -60 dBm | At LNB input. |
| | Below -30 dBm | At LNB output. |
| | Conversion gain | 50 – 60 dB An IF gain slope is recommended, giving 5 dB boost at 2150 MHz rel. to 950 MHz. |
| • Gain variations | Below 1 dB | In 26 MHz bandwidth. |
| • Noise figure | Below 1.0 dB | Low Band. |
| | Below 1.0 dB | High Band. |
| • Image rejection | Greater than 40 dB | 3 rd order intermod ⁿ |
| | Greater than +15 dBm | 2-tone intercept point, at output. |
| • Spurious outputs | Below 30 dB | Relative to any wanted signal. |
| • Output impedance | 75 Ω nominal | Return loss greater than 8 dB. |
| • Output connector | Type 'F', female. | |
| • Power supply and | 11.5 – 14.0 V | Selects vertical polarisation. |
| • Pol ⁿ switching | 16.0 – 19.0 V | Selects horizontal polarisation. |
| | 100 mA | Maximum current for single LNB. |
| | 200 mA | Maximum current for dual/quad LNB. |
| • Band switching | Tone present on supply | Selects High Band. |
| • by 22 kHz tone | 18 – 26 kHz | Absolute frequency limits. |
| | 40 – 60% | Switching tone duty cycle. |
| | 0.4 – 0.8 V | Switching tone peak-to-peak voltage. |
| | 5 – 15 μ s | Switching tone transition time. |
| | Greater than 70 Ω | Load presented to switching tone. |

The electrical characteristics of sample LNBs shall be verified by an accredited independent test-house.

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APPENDIX 2 - REPRESENTATIVE CHANNELS AND SERVICES FOR THE TESTING AND DEMONSTRATION OF RECEIVED SATELLITE SERVICES

Test Requirements						Actual	
RF significance	Band	IF significance	Txp	Frequency	Poi	FTA service	FS guide no.
Low end of Astra 2D	Low	Low end of low -band IF	45	10773	H	CBBC** Film 4	600
			42	10729	V		300
High end of Astra 2D			47	10803	H	BBC Radio 5 Live ITV3	706
			54	10906	V		114
Low end of Astra 2C					H		*
					V		*
High end of Astra 2C					H		*
					V		*
Low end of Eurobird C - low pwr					H		*
			C2L	11224	V	PitchTV	803
High end of Eurobird C - low pwr			C5U	11428	H	Freesat Guide	n/a
					V		*
Low end of Eurobird D					H		*
					V		*
High end of Eurobird D		High end of low -band IF			H		*
			D12S	11681	V	Al Jazeera English	203
Low end of Astra 2A/B	High	Low end of high -band IF	13	11954	H	BBC Parliament	201
					V		*
High end of Astra 2A/B			37	12422	H	QVC	800
					V		*
Low end of Eurobird F - low pwr			F1L	12523	H	Movies4Men	304
			F2U	12560	V	Zone Thriller	138
High end of Eurobird F - low pwr		High end of high -band IF			H		*
					V		*

Channel line-up and test requirements are subject to change, so refer to freesat installer information on freesat.co.uk for updated information

* No suitable service in launch line -up

** BBC Three after 7pm!

NORFILMS
NORTHERN FILMMA