

## Terms and Conditions for the BarBeats Service

The BarBeats Service is provided by Startle Music Limited (“**Startle**”) under a contract between the Customer and Startle pursuant to the terms available at <http://terms.bar-beats.co.uk> (“**Startle Contract**”). This Agreement governs the relationship between BT and the Customer, which (amongst other things), sets out the Customer’s payment obligations for the BarBeats Service and the parties’ termination rights. Queries and complaints relating to the BarBeats Service (e.g. technical problems) should be directed to Startle. Queries and complaints relating to payment and billing matters should be directed to BT.

As used in these terms:

“**Agreement**” means in order of precedence (unless otherwise expressly stated) (i) any bundle terms (if applicable) available at <http://www.bt.com/static/i/btetail/panretail/terms/index.html#sport> to the extent they apply to the BarBeats Service, (ii) the Order Form or Welcome Letter (as applicable), (iii) these terms and conditions and (iv) any other terms incorporated into these terms and conditions.

“**BarBeats Service**” means the service provided by Startle which consists amongst other things of a music streaming service, the Device and a web-based service management tool, as further described in the Startle Contract.

“**Customer**” means a person, company or entity who enters into this Agreement with BT (such Customer to be identified in the Order Form or Welcome Letter (as applicable)), and including a person reasonably appearing to BT to act with that Customer’s authority or knowledge.

“**Device**” means a hardware device capable of temporarily storing music tracks and which has connectivity to (i) power, (ii) a hard-wired broadband router and (iii) the venue’s amplifier and speakers or PA system.

“**Minimum Period**” means the minimum contractual period which applies to the BarBeats Service and which the Customer has contracted for as stated in the applicable Welcome Letter or Order Form, which commences on the Service Commencement Date.

“**Order Form**” means an order form signed by BT and the Customer in the case of a Customer which falls into a category where this is the applicable contracting method (such as a where the Customer contracts for the BarBeats Service at multiple premises).

“**Service Commencement Date**” means the date when the Device is successfully delivered to the Customer (and where the BarBeats Service is to be provided at multiple premises, the first such delivery date).

“**Welcome Letter**” means the letter and/or email sent to the Customer by BT setting out the Customer’s details, the details of the Customer’s premises and the details of the BarBeats Service the Customer has contracted for (for Customers who do not fall into the category where an Order Form is the applicable contracting method, such as where the Customer contracts for the BarBeats Service at a single premise).

In consideration of BT’s introduction of the Customer to Startle, BT’s provision of billing services to the Customer and (if applicable) BT’s provision of other services to the Customer, the Customer and BT agree to the following terms:

1. This Agreement shall commence upon BT’s acceptance of the Customer’s order for the BarBeats Service and shall continue for the Minimum Period, subject to earlier termination in accordance with this Agreement. Following expiry of the Minimum Period, either party shall be entitled to terminate this Agreement upon provision of thirty (30) days’ prior written notice to the other party.

### Charges

2. Customer shall pay the following charges to BT for the BarBeats Service within thirty (30) days of the applicable invoice:
  - 2.1. an installation fee of £149 (plus VAT) per Device to be invoiced upon the Service Commencement Date (the “**Activation Charges**”); and

- 2.2. an ongoing fee of £15.95 (plus VAT) per Device per month to be invoiced with effect from the Service Commencement Date (the “**Monthly Charges**”).

Where the BarBeats Service is ordered to multiple premises via an Order Form, the Order Form may state different charges and payment commencement dates to those set out above. In this case, unless expressly dis-applied in the Order Form, clauses 3-10 inclusive (Payment Terms) will still apply (including clause 5 regarding BT’s right to vary the Charges).

### **Payment Terms**

3. All payments must be made in full by the date on which they are due without any set off. If full payment is not received on the due date the Customer will pay interest on the outstanding amount at the rate of 2% above the base rate of Barclays Bank plc from time to time from the date the sum was due until the date of actual payment. If the Customer disputes any charge the Customer must notify BT in writing within six (6) months of the date of the bill with all relevant information. The Customer must pay the amount not in dispute. If the Customer does not pay a bill BT may instruct a debt collection agency to collect payment (including any late payment charges) on its behalf. The Customer must pay an additional sum, to cover the reasonable costs BT has to pay the agency, who will add the sum to the Customer’s outstanding debt.
4. All amounts payable to BT under this Agreement are exclusive of VAT (Value Added Tax in the United Kingdom) or any other applicable taxes. If required by law, BT will charge VAT or any other applicable tax to the Customer in addition to amounts payable to BT under this Agreement. Any such VAT or similar tax charged by BT will be payable by the Customer to BT at the same time and in the same way as the payments on which that VAT or similar tax is being charged.
5. BT may change the Activation Charges or the Monthly Charges at any time. BT will notify the Customer in writing of any changes, as follows:
  - 5.1. for such changes which are material, at least one month before the change is due to take effect; and
  - 5.2. for all other such changes, at least one day before the change is due to take effect.
6. BT may refuse the Customer’s request to provide the Service based upon the results of an assessment of the Customer’s credit standing, including (without limitation) by using credit scoring. BT may also assess the Customer’s credit standing from time to time during the Agreement. BT shall apply reasonable practices for administering the Customer’s account based on the results of that scoring, including applying different payment terms to the Customer’s account. BT may use information from, and supply information to, outside agencies for this.
7. The Customer must pay by direct debit or BACS transfer. Payment shall only be deemed effective once the full amount of such payment has been received in BT’s account in cleared funds. Payments made other than by direct debit or monthly payment plan will be collected by BT Payment Services Limited (a wholly owned subsidiary of BT) unless otherwise advised by BT. BT Payment Services Limited will levy a payment processing fee, as set out in the BT Price List (available at <https://www.bt.com/pricing>) This fee will be deducted from any money received before any payment is allocated against the charges for the BarBeats Service.
8. Acceptance by BT of any payment shall not be deemed to be a waiver of BT's rights, notwithstanding such phrases as "complete and final payment" or "payment in full" or any such similar phrase accompanying the Customer’s payment.

9. If payment of any charges becomes subject to withholding tax, levy or similar payment obligation imposed by a foreign tax authority on sums due to BT under the Agreement such withholding tax amounts will be borne and paid for by the Customer in addition to the sums due to BT. The Customer will provide BT without charge the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by the Customer.
10. Where possible all charges due from the Customer will appear on the relevant monthly invoice, but sometimes there may be a delay.

### **Termination**

11. The Customer may terminate this Agreement by giving BT no less than thirty (30) days' written notice:
  - 11.1. in the event that BT has given notice to the Customer of a variation in accordance with clauses 5 or 17, which results in a material degradation to the value of the BarBeats Service as it pertains to the Customer's premises (a "**Material Variation**"). Such termination shall not take effect until the date on which the Material Variation takes effect. This termination right must be exercised within 1 month of BT's notice of the Material Variation; and
  - 11.2. for convenience for which the Customer will incur Early Termination Charges as detailed in clause 14 where such termination takes place during the Minimum Period.
12. BT may terminate this Agreement at any time:
  - 12.1. immediately upon written notice for any irremediable material breach of this Agreement;
  - 12.2. where the Customer commits a material breach of this Agreement which is capable of remedy (including where Customer is in breach of clause 2 (Payment)), in the event that the Customer fails to remedy the same within seven (7) days of receipt of notice of such breach;
  - 12.3. immediately upon written notice where the Customer goes into receivership or liquidation (other than for the purposes of solvent amalgamation or reconstruction) or become bankrupt or insolvent or make any composition with the Customer's creditors; or
  - 12.4. immediately upon written notice where: (i) the Customer's receipt of the BarBeats Service or public performance of music via the BarBeats Services infringes (or in BT's reasonable held opinion is likely to infringe) any applicable law or third party's rights; or (ii) the Customer is causing reputational damage to BT in BT's reasonably held opinion;
  - 12.5. immediately where the Customer's Startle Contract for the Customer's receipt of the BarBeats Service terminates or expires for any reason; or
  - 12.6. at its convenience by giving at least thirty (30) days' written notice to the Customer; or
  - 12.7. immediately in the event that BT's services agreement with Startle relating to provision of the BarBeats Service expires or terminates for any reason.

No refund of charges will be made to the Customer where BT terminates this Agreement in accordance with this clause 12.

13. If the Customer cancels this Agreement before the BarBeats Service is provided the Customer will pay cancellation charges based on BT's reasonable costs.
14. If this Agreement is terminated in whole or in part during the Minimum Period the Customer shall pay to BT within thirty (30) days of such a termination, early termination charges, by way of compensation, equal to the balance of the Monthly Charges that would have been due for the remainder of the Minimum Period under this clause 6 (as discounted by any discounts applicable to the BarBeats Service which have been

agreed by the parties) (“**Early Termination Charges**”). This clause 14 will not apply in the event that (i) BT terminates this Agreement for convenience under clause 12.6, (ii) BT terminates this Agreement under clause 12.7 (except where such termination is attributable to the Customer’s act or omission), (iii) BT terminates this Agreement under clause 12.5 and this is due to the Startle Contract terminating because of Startle’s breach (iii) Customer terminates this Agreement under clause 18.7 (Matters Beyond Reasonable Control of Either Party) (iv) Customer terminates this Agreement under clause 11.1 or (v) this Agreement terminates automatically pursuant to clause 15. Early Termination Charges will not be subject to VAT. This clause 14 shall be without prejudice or limitation to any other remedies available to BT in respect of any breach of Contract by the Customer.

15. This Agreement will automatically terminate in the event that the Customer validly terminates the Startle Contract due to Startle’s material breach of the Startle Contract.
16. Termination of this Agreement for whatever reason shall not affect the rights or remedies of either party in respect of any antecedent breach of this Agreement. Termination will not affect, suspend or release the parties from their rights, liabilities and obligations which are expressly or impliedly to survive termination.

#### **Other**

17. BT may at any time change or add to the terms of this Agreement as it believes necessary. Notice of such changes or additions, or any other notice may be given by BT by email, in writing, or at any online address that BT may advise the Customer, such notice to be given before any change comes into effect.
18. The terms listed below which are part of the **TNT Sports Business** - Agreement for TNT Sports - Commercial Premises (Single Premises) (BT1174) or (Multiple Premises) (BT1172) (as applicable) available at [www.tntsportsbusiness.co.uk/terms-and-conditions](http://www.tntsportsbusiness.co.uk/terms-and-conditions) shall be deemed to be incorporated into this Agreement (other than those which are specifically applicable to television services and/or television equipment) and for these purposes “Recipient” shall be deemed to mean “Customer”; provided that this Agreement shall prevail to the extent of any inconsistency with the terms listed below:

- 18.1. Clause 14 (Liability)
- 18.2. Clause 18 (Confidentiality)
- 18.3. Clause 19 (Dispute Resolution)
- 18.4. Clause 20 (Right to Transfer Agreement)
- 18.5. Clause 21 (Notices)
- 18.6. Clause 22 (Miscellaneous)
- 18.7. Clause 23 (Entire Agreement)
- 18.8. Clause 24 (Matters Beyond Reasonable Control)

The terms listed above shall still be incorporated into this Agreement in the case where the Customer contracts for the BarBeats Service without also contracting for receipt of television services from BT.

19. The Customer acknowledges and accepts that BT has no liability for the performance or functionality of the BarBeats Service and that such matters are the sole responsibility of Startle pursuant to the Customer’s Startle Contract for the BarBeats Service.
20. The Agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

21. To the extent that Customer makes any “personal data” (as defined in the Data Protection Act 1998) available to BT pursuant to this Agreement, Customer hereby consents to BT’s use of such personal data for the purposes of performing its obligations under this Agreement, and to BT’s disclosure of such personal data to Startle, in order for the Customer to receive and enjoy the full benefit of the BarBeats Service. BT shall act in accordance with BT's Privacy Policy as updated from time to time which can be found at <https://www2.bt.com/privacypolicy> or such other URL as notified to the Customer by BT.