



RESIDENTIAL APPLICATION FORM

ACCOUNT #: _____ SALES REP CODE: _____ BARP # _____

TITLE: _____ FIRST NAME: _____ LAST NAME: _____ D.O.B _____

ID #: _____ ID TYPE: NATIONAL ID PASSPORT DRIVERS LICENSE OTHER _____

ADDRESS: _____

PARISH: _____ POSTAL CODE: _____ HAVE YOU HAD MCTV BEFORE? YES NO

DIRECTIONS: _____

TELEPHONE #: _____ (H) _____ (W) _____ (M) _____ (O)

EMAIL ADDRESS: _____ BILLING TYPE: EMAIL POST

ALTERNATE BILLING ADDRESS: _____

N.B All prices are V.A.T. inclusive. The installation cost and the first month's service charge must be paid and where the property is rented/leased permission must be obtained from the landlord/lessor before installation is facilitated. Monthly payments are due on the first working day of each month. Applications will not be processed without the presentation of your I.D. Card. All channels and prices are subject to change. CBC also advises that you acquire insurance coverage for the antenna (ae) and decoder (s).

Please indicate your selection by checking (✓) the appropriate box.

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Application Fee | \$ 118.00 |
| <input type="checkbox"/> Installation of Additional Decoder (Each) | \$ 89.00 |
| <input type="checkbox"/> Additional Decoder (Monthly) | \$ 36.00 |
| <input type="checkbox"/> # of Additional Decoders (4 max.) | _____ |
| <input type="checkbox"/> MCTV Basic (Monthly) | \$ 67.00 |
| <input type="checkbox"/> MCTV 1 ST Choice (Monthly) | \$ 50.00 (Exclusive to BARP Members) |
| <input type="checkbox"/> MCTV Plus (Monthly) | \$ 36.00 |
| <input type="checkbox"/> MCTV Family (Monthly) | \$ 23.00 |
| <input type="checkbox"/> MCTV Medley (Monthly) | \$ 22.00 |
| <input type="checkbox"/> MCTV Max Pak Package (Monthly) | \$ 36.00 |
| <input type="checkbox"/> MCTV Movies (Monthly) | \$ 31.00 |

I the undersigned understand and agree to the foregoing Terms and Conditions of Service and warrant the accuracy of the information I have provided. This Application Form and the foregoing Terms and Conditions of Service constitute the agreement between the Caribbean Broadcasting Corporation and myself, and is incorporated therein.

APPLICANT SIGNATURE _____

DATE _____

RENTED/LEASED PROPERTIES

I the landlord/lessor/owner/agent of the owner for the above residence hereby grant permission for Multi-Choice Television to be installed at said residence.

LANDLORD /LESSOR /AGENT _____

TELEPHONE _____

SIGNATURE _____

DATE _____

TERMS AND CONDITIONS OF MCTV SERVICE

The Caribbean Broadcasting Corporation (hereinafter referred to as " CBC") is pleased to provide you (hereinafter referred to as " Subscriber") with subscription television services on the following terms and conditions.

AGREEMENT

Once your application for MCTV Service has been approved, the following document will constitute your Agreement with CBC for the provision of service to you:

- ✓ your application and
- ✓ These Terms and Conditions of Service

INTERPRETATION

For the purposes of this Agreement the following words and phrases shall have the meaning assigned to them hereinafter.

"CBC"	means the Caribbean Broadcasting Corporation
"MCTV service"	means the Multi-Choice cable television service owned by CBC
"Service"	includes but is not limited to the Installation, repair, relocation, removal, trouble-shooting, and maintenance of the Equipment.
"Equipment"	Multi-Channel Multipoint Distribution Service decoder, antenna, antenna power supply and affixing cable and all other equipment necessary for delivery of the System
"System"	means digital compression system for delivering cable television.
"Subscriber"	means the approved applicant for and customer of Service under this Agreement
"Premises"	means the premises, of which Subscriber is the owner, licensee, or tenant, and on which the Equipment is installed and to which the System/Service is delivered
"Trip charge"	means where a visit is made to the Subscriber's premises at the Subscriber's request and the request is cancelled by the Subscriber at the time of the visit or the premises is deemed to be unsafe.

HEADINGS

Clause headings or Clause titles are for convenience only and do not constitute part of this Agreement and shall not affect its interpretation.

SERVICE

CBC is the owner and licensed provider of Multi-Choice cable television service.

Equipment

Provision of the MCTV Service requires that the Equipment be installed at the Subscriber's premises for receipt and delivery of the Service.

Provision of Service

CBC will deliver and install in a workmanlike manner and in a location mutually acceptable to CBC and the Subscriber the Equipment within a reasonable time taking into consideration:

- i) The conditions of the Subscriber's premises, and
- ii) CBC's work schedule, which may vary depending on the volume and locations of pending installations and other twice requests as well as the availability of Equipment.

Installation

Subscriber must prepare at his own expense the premises for installation and provide and maintain during the time of subscription the following:

- i) Proper 110V electrical supply and certified surge protector unit;
- ii) All other required electrical and mechanical items and fittings including conduit and trunking if appropriate;
- iii) Such environmental conditions as are necessary for the installation and correct operation of the equipment including but not limited to the Fascia board or any other area to which the antenna is attached; and
- iv) A safe working environment for CBC's authorised technicians while on your premises by ensuring that the Subscriber's premises do not in any way pose a danger or threat to the physical safety of CBC's authorised technicians, for example, securing all dogs and any other animals which could pose a threat of physical harm and ensuring that all roofing, eave and fascia boards with which CBC's authorised technicians might come into contact with are in good condition to bear the weight of the technicians and Equipment. CBC reserves the right to refuse installation where the subscriber's premises are deemed unsafe by the CBC or its authorised technicians, in which case, the Withdrawal of Application Clause will apply.

Access to Subscriber's premises

Subscriber will allow CBC reasonable access onto Subscriber's premises for the purpose of installation, demonstration, inspection, maintenance, repair and removal of any Equipment.

Usage of Equipment

Subscriber must use the equipment only for the purpose of receiving the MCTV Service on the premises on which the Service is installed by CBC.

Maintenance of System

From time to time CBC will be required to carry out testing, upgrades, maintenance and repairs to the System. Commercially reasonable efforts will be made by CBC to minimize interruptions or degradation of service and provide uninterrupted access to the viewing channels. However, due to the nature of the system, it is impossible to guarantee content quality or integrity of the programmes transmitted via the System.

Variation of service and/or rates by CBC

The Subscriber acknowledges and agrees that:

- A) From time to time CBC enters into agreements with Programming Providers (PP) (for example Lifetime, ESPN) for the provision of programming on viewing channels. These agreements usually provide that PP may vary or terminate the agreements with or without notice to CBC. In the event that any of these agreements are varied or terminated, CBC will not be able to provide the Subscriber with the related programming and/or viewing channel and as such CBC can give no warranties over the availability of programmes and/or viewing of channels. In the event of termination of an agreement by PP, CBC will use its commercial efforts to acquire alternative channels.
- B) CBC may from time to time and at any time by notice in writing to the Subscriber vary service configuration, method and/or features of service delivery, rate structure, installation fees and/or any other charges in which case the following shall have effect:
Service configuration, method and/or features of service delivery, rate structure, installation fees and/or any other charges shall be the same as those which apply to new Subscribers. Litany variation shall take effect from the date specified in the variation notice (which date in the case of an increase in rate structure shall not be earlier than the billing date ninety days from the date of notice) and from and after such date the increased or reduced rate shall be payable upon receipt of the variation notice, the Subscriber shall be entitled to terminate the agreement in accordance with the **Termination Clause** herein.
- C) CBC reserves the right to vary its terms and conditions of service from time to time and to give the Subscriber thirty (30) days notice in writing attached to its monthly invoice of such variation. In the event that the Subscriber does not wish to be bound by such variation, the Subscriber may terminate this Agreement in accordance with **Termination Clause** herein.

Suspension of service by CBC

CBC may also suspend service in the following instances:

- i) During an emergency in order to provide public service announcements.
- ii) For testing, modification, upgrade or repair. **Where possible**, CBC will give Subscribers at least 24 hours notice via radio or television of any planned interruption of service.
- iii) When the Subscriber is in arrears of fifteen days without prejudice to CBC's right to terminate under Termination Clause.

SUBSCRIBER PRIVACY Disclosure

CBC will take reasonable care to safeguard against undue invasion of the privacy of the Subscriber by CBC or any of its agents and/or employees or any other third party. Notwithstanding the foregoing, CBC reserves the right to disclose information about the Subscriber which is not already in the public domain, if required to do so by law, order of a competent court, or any governmental or regulatory body, or to CBC's collection agencies, security agencies, Programme Providers or financial institutions for the purposes of fraud prevention, debt collection, auditing of the Subscriber base as required by CBC's contractual obligations and credit management. CBC may also disclose any personal information given to it by the Subscriber for the purposes of managing the Subscriber's account and providing the service, and CBC may disclose the information to its contractors, agents and attorneys-at-law for those purposes.

PAYMENT Installation Charges

The installation cost and the first month's charge must be paid **before** installation can commence. From time to time CBC charges an additional installation fee in instances where installation of the service on the Subscriber's premises requires above normal installation based upon additional request made by the Subscriber. Normal installation is affixing of the antenna to the roof, running cable from the antenna to the decoder set top box and connection of the decoder (or set top box) to the Television set in one room. In those circumstances, the Subscriber will be notified by CBC prior to actual installation so that the Subscriber may choose to either continue or withdraw its application for service.

WITHDRAWAL OF APPLICATION

i) Before CBC visits premises

In the event that Subscriber withdraws its application for service at any time prior to installation before CBC visits the premises, Subscriber will be refunded the monies paid by the Subscriber to CBC no later than fourteen business days from receipt of Subscriber's withdrawal form.

ii) After CBC visits premises

In the event that Subscriber withdraws its application for service at any time prior to installation or CBC deems the premises unsafe for installation **after** CBC visits the premises; Subscriber will be refunded the difference between the installation cost and the Trip Charge in effect at the time of application.

Invoices

CBC will issue monthly invoices showing Subscriber's monthly charges, any additional charges, and any arrears or balance forward as well as the due date for payment.

Due Dates

Payments are due on the first day each calendar month for service rendered in the previous calendar month whether or not Subscriber receives an invoice.

Payment

Subscriber will pay the installation and first month service charges before installation and monthly charges on or before the due date of CBC's invoices at any of CBC's collection points.

Additional service charges

Additional service charges will become payable where there is a relocation of service or downgrading of service at Subscriber's request, additional Installations and/or re-connection fees.

Re-Connection

If the Subscriber is in arrears for more than thirty (30) days, the Subscriber must clear all arrears and pay the re-connection fee in order for service to be re-installed.

Changes in rates

The CBC reserves the right to institute changes in the rates and the rate schedules and such new rates shall apply in accordance with the **Variation in service and rates by CBC** clause. All prices are subject to the Value Added Tax and any other taxes, levies of charges as the Government of Barbados may impose.

CHANGE OF ADDRESS

If Subscriber moves but does not want to relocate the Service, he/she shall notify CBC of any change in address and telephone number. If the Subscriber wishes to have the service relocated to another address Subscriber shall provide CBC with

- (i) written permission of owner of new residence.
- (ii) the completed Move of Service form.

BAILMENT

The Equipment delivered to and installed on Subscriber's premises in connection with this Agreement is and shall remain solely the property of CBC unless CBC agrees to sell the equipment to the Subscriber. In light of the foregoing the Subscriber agrees:

1. To use the equipment only for the purpose of receiving the services ordered from CBC for use on the Subscriber's premises only and for no other purpose and **only at the location requested by the Subscriber and authorised by CBC.**
2. To prevent any connections to the Equipment which are not expressly authorised by CBC and to immediately notify CBC of any unauthorized connections to equipment of which Subscriber becomes aware.
3. To prevent tampering, altering or repair of the Equipment which are not expressly authorized by CBC and to immediately notify CBC of any unauthorized tampering, alteration or repair of which the Subscriber becomes aware.
4. To assume complete responsibility for loss or degradation in service from improper use, damage or loss of such equipment on the part of the subscriber.
5. To keep the decoder and smart-card in the following conditions:
 - i) Non-corrosive, relatively dust free, clean, well ventilated environment;
 - ii. Attached to a surge suppressor;
 - iii. Vents uncovered;
 - iv. Unexposed to liquids or magnetic fields (smart-card).
6. To notify CBC of the theft of any Equipment as furnished by CBC and provide CBC with a report as issued by the Royal Barbados Police Force of said thief.
7. To pay the CBC on demand the sum of \$575.00 per decoder and the sum \$345.00 per antenna plus all collection cost including attorney's fees, in the event of loss destruction or damage attributable to the Subscriber to any Equipment provided by CBC to the Subscriber, the CBC strongly recommends that the Subscriber insures the equipment. **In the event of termination, Subscriber's obligations under this clause will survive the termination of the Agreement until such time as CBC removes its Equipment from the premises.**

LIMITATIONS OF WARRANTIES AND LIABILITIES

1. CBC guarantees the fitness and quality of the Equipment furnished to the Subscriber and assumes full responsibility for its repair or replacement for a period of twelve (12) months subsequent to the installation of same except in instances where:
 - i) there is improper use, damage or loss of such equipment on the part of the Subscriber, or
 - ii. the Subscriber has opted to purchase said equipment.
2. CBC shall not be responsible for damages for failure to furnish or interruption of audio or video signals, nor shall CBC be responsible for failure to transmit or errors in the transmission where the cause is beyond the control of CBC or in circumstances where CBC its employees or agents are in no way negligent.
3. CBC shall not be responsible for damage to property or for injury to any person, arising from the installation, maintenance or removal of equipment, except for damage or injury caused solely by its own negligence, and the Subscriber hereby indemnifies and holds harmless CBC for any claims, actions, proceedings, damages and liabilities, including attorney's fees, arising out of such damage or injury.

SUSPENSION OF SERVICE

In cases of default by the Subscriber due to non-payment, CBC will suspend service to the Subscriber where charges are unpaid for fifteen (15) days after the due date for payment.

TERMINATION

CBC will terminate service to the subscriber where charges remain unpaid for thirty (30) days.

NOTICE

Either Subscriber or CBC may terminate this Agreement without being required to pay compensation to each other by giving two (2) months' notice in writing. The Subscriber will be required to complete the Termination of Service form. CBC shall however be entitled to full payment for the period of notice.

AUTOMATIC TERMINATION

This Agreement will be automatically determined in the event that either party:

- i) has ceased or threatened to cease trading, or
- ii) makes any assignment for the benefit of creditors, or
- iii) makes any composition with creditors, or
- iv) if any action or proceeding under any bankruptcy or insolvency law is or has been taken and is not dismissed, or
- v) if the other party shall commence a voluntary or compulsory liquidation of its undertaking or assets (other than for the purposes of a reconstruction or amalgamation particulars of which have been notified), or
- vi) if a receiver is appointed over the whole or any part of the undertaking or assets or business of the other party.

SURVIVAL OF RIGHTS AND OBLIGATIONS

In the event that this Agreement is terminated all rights and obligations under this Agreement shall automatically terminate with the following

exceptions:

- i) such rights of action as shall have accrued prior to termination including but not limited to any claims for any breach of any term or undertaking contained in this Agreement,
- ii). all obligations of either party under this Agreement which are stated to continue and survive after its termination shall be in full force and effect thereafter.

CONSEQUENCES OF TERMINATION

Upon termination:

- i) Subscriber will allow CBC to enter onto the Subscriber's premises for the purpose of removing CBC's equipment within 30 business days of the termination of the Agreement, **AND**
- b) Subscriber will pay all charges incurred by the Subscriber prior to the effective date of termination.

ASSIGNMENT OF AGREEMENT

Subscriber shall make no assignment of this Agreement, or any rights or obligations hereunder. Any attempted assignment shall constitute an act of default.

DEFAULT OF SUBSCRIBER

In the event Subscriber defaults in the performance of any obligation hereunder CBC shall have the right in addition to other remedies by law to terminate this Agreement and discontinue service immediately and without prior notice.

SEVERABILITY

If any provision of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, such provision shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions of this Agreement. If any provision of this Agreement conflicts with a provision of an applicable statute, the provisions of the statute to the extent of such conflict shall apply.