



## IMPORTANT

If your business wishes to purchase FREESAT satellite receivers and sell them on to your consumer customers, you must read this document carefully.

Please note that if you also intend to offer an installation service by your own staff or by a sub-contractor, you must also comply with the Installer section of this document.

Your business must have a valid Public Liability Insurance (PLI) policy in place whilst offering FREESAT products for sale. A copy of your PLI certificate must be sent with this agreement.

If you are willing, able and agree to fully comply with all of the requirements of FREESAT (UK) LTD detailed overleaf, then you must complete the details required at the bottom of this page and have this document signed by a Company Director or other authorised person within your company in the box at the bottom of the agreement section on the last page.

You will not be able to buy or sell FREESAT products without this signed agreement in place.

We recommend that you should make a copy of this agreement and keep it safe within your own business.

This original must be sent with a copy of your PLI certificate to:-

**FREESAT SLA DEPARTMENT  
Solutions Group (UK) PLC  
Units 1-2 Redbourne Park.  
Lilliput Road.  
Brackmills Industrial Estate  
Northampton  
Northamptonshire  
NN4 7DT**



*Retailer Company Name:*

*Address:*

*Postcode:*

*Telephone number:*

*e-mail:*

*Contact name:*

*Job title:*

## FREESAT SERVICE LEVEL AGREEMENT TERMS

### Introduction

- The Retailer must comply with the Retailer Guidelines and Installer Guidelines 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 Retailer by the Distributor.
- FREESAT is a registered trade mark and the Freesat Logo is a trade mark of Freesat (UK) Ltd. The Retailer will be entitled to use FREESAT promotional material produced and made available by Freesat via the Distributor. Such promotional material must be used as supplied and not altered in any way. This document does not give the Retailer any permission to apply any of Freesat’s trade marks to any literature, website or to use any Freesat trade marks in any other way.

### RETAILER GUIDELINES

“Distributor” – Solutions Group (UK) Plc

“Packaged Service” – when the customer purchases a Product and Installation Services at point of sale and the Retailer sub-contracts the provision of these services to an Installer;

“Installer” - any party who installs a satellite dish and/or any other equipment required to receive the Services through the Products;

“Installer Guidelines” – the requirements that an installer of satellite equipment and related installation services must comply with when providing Installation Services as set out at Annex 1 or as otherwise amended from time to time by Freesat and made available on its website;

“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;

“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);

“Product Categories” – Standard Definition, High Definition, High Definition with PVR (Personal Video Recorder) and IDTV (Integrated Digital Television);

“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;

“Retailer” – \_\_\_\_\_ (enter your full company name here)

- 1 The Retailer will hold the requisite knowledge and make available clear and comprehensive advice both written and verbal on:
  - 1.1 the Services;
  - 1.2 product in all Product Categories. In particular the Retailers must:
    - (i) hold and make available to the customer detailed information on the Services, ensure that customers are aware of the basic requirements for receiving the Services, including but not limited to the dish installation (and associated costs) requirement and that if the customer wants to watch High Definition (“HD”) content they must have a HD ready TV and also a HD receiver Product;
    - (ii) have detailed knowledge of the products in all Product Categories sufficient to allow the customer to make an informed decision regarding choice of Product
  - 1.3 appropriate Installers and the installation process. In particular the Retailer will explain the benefits of a Packaged Service and make the customer aware of the risks involved in opting to arrange installation separately instead of purchasing a Packaged Service; the costs and process involved in the Installation Services and will offer clearly, at point of sale (generally and again at the time of purchase transaction) a Packaged Service. The Retailer will also provide the customer with material setting out the installation process and appropriate contact details for booking Installation Services.
- 2 The following ‘after-sales’ requirements will be complied with:
  - 2.1 The Retailer will offer the customer an accessible after sales service on all aspects of the customer’s purchase (including the Services and the Installation Services where a Packaged Service is purchased), with the contact details shown clearly on the receipt operating at least within the Retailer’s normal working hours.
  - 2.2 The Retailer will not disclose any helpline number made available by Freesat unless this has the Distributor’s prior written approval.
- 3 Products must be sold with all the necessary connecting leads (including HDMI cable for HD products) and any other equipment as notified to the Retailer in writing. The Retailer will ensure that it advises on connections and only offer supplementary equipment where necessary.
- 4 The full price of the customer purchase including cost of any additional equipment and the cost of the Packaged Service shall be stated clearly besides any advertised pricing for the Product. If it is not possible to set out all costs of purchase clearly (e.g. specific elements of complex installations), the Retailer will inform the Distributor.
- 5 The Retailer will provide the Distributor with a monthly report detailing the number of installations undertaken, the number of post-sales queries, the number of service visits, customer contact and response times for installation, the number and category of complaints, data on return rate of each Product Category, and the number of revisits required by an Installer and any other information reasonably requested by the Distributor to monitor performance of the Retailer (and Installer) and compliance with these guidelines.

- 6 The Retailer will ensure that it or the Installer (whoever provides/controls booking of Installation Services on behalf of a Packaged Service) asks the customer at the time of booking a Packaged Service the following questions to confirm that they have purchased the correct Installation Services for their requirements and understand the installation process:
- Do you have permission from the landlord/property owner?
  - Are there any local council restrictions on having a dish on your home?
  - How high is your property (storeys)?
  - Do you have a south facing wall that a dish can be attached to?
  - How many Products are you having installed? How many of these Products are PVRs?
- 7 The Retailer agrees to assist the Distributor with the invitation of customers to participate in Freesat's customer research programme.
- 8 The Retailer will promptly notify the Distributor in writing if it becomes aware of any failure to comply with any of the obligations set out in these guidelines by it or any of its sub-contractors, including any Installer (and, in particular, without limitation, any failure to comply with the Installer Guidelines by any Installer).

## **INSTALLER GUIDELINES**

The Retailer will ensure that an Installer complies with all other terms and conditions of the Installer Guidelines. In addition to the definitions in the Retailer Guidelines the following words shall have the meaning set out below:

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

“**Engineer**” - any persons employed and/or contracted by the Installer to provide 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.

### **1. Qualifications and accreditations**

1.1 All Installers shall hold, and shall ensure that their Engineers hold, the relevant qualifications and/or accreditations. 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 all they/ their Engineers (as appropriate) obtain at least one of the additional qualifications or accreditations 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+

### **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 of the Product and Services to the customer 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.

### 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 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 Distributor to monitor performance of the Installer and compliance with the Installer Guidelines and other terms of this Licence, 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.

I agree that my company will comply with this Freesat (UK) Ltd service level agreement

Authorised Signature:

Name:

Position:

Company Name:

Date: