

- 1) In the following paragraphs the Company shall mean Skytec Aerials and the Customer shall mean any person, company or organisation that places an order on the Company for the supply of materials and/or services. All orders received by the Company of materials and/or services will be subject to the following conditions that will form the basis of the Contract between the Company and the Customer. Any additional conditions required by the Customer must be agreed in writing with and by the Company which shall reserve the right to decline or accept them if they be inconsistent with the conditions as set out herein.
- 2) Except where statutory bulk-rate prices have been negotiated between the Company and the Customer, the Company will assess each job and estimate for the work considered to provide the best quality reception of signals in the prevailing reception conditions. A further assessment will be made on completion of the work and further recommendation made where appropriate.
- 3) Equitable and beneficial ownership of goods supplied shall remain with the Company until full payment has been received.
- 4) By accepting the supply of goods and services the Customer gives the right of access to the Company to enter upon the property for sole purpose of carrying out the work ordered. The Customer further gives irrevocable right of access to the Company to remove such goods should the Company in accordance with the standard trading terms not receive payment. Where the property is not owned by the Customer it is the responsibility of the Customer to obtain such permission from the owner and the Customer warrants that such permission has been obtained.
- 5) The Company undertakes to make good any damage caused directly to the property by the execution of the work under this order, provided the Company is notified of such damage within 7 days and given reasonable opportunity to inspect the damage prior to repairs being carried out. The Company shall be under no liability for such damage unless this condition is strictly observed.
- 6) The Company undertakes to maintain insurance cover against Public Liability cover for an amount not less than £2,000,000 in any one claim.
- 7) The Company reserves the right to decline to carry out work which, in its sole judgement, is considered to be unsafe.
- 8) The Company guarantees the work carried out against poor quality workmanship or faulty materials only for a specified period. The Company cannot guarantee the quality of reception, as this is dependant on factors out of its control. However, every effort will be made by the Company to ensure that the reception obtained is as good as the prevailing factors will allow. The Company can not guarantee against vandalism, third party interference, gales or lightning. Call-backs, which can be rectified by the pressing of Customer accessible controls, are not covered. All such Call-backs will be charged to the customer.
- 9) The Company draws to the attention of the Customer the following recommendations of the BBC regarding the installation of UHF aerials in lofts. "The television and radio transmitter networks have been carefully planned to make the best of frequencies available. The plan assumed that a good aerial mounted OUTSIDE will be used for television or VHF radio in the home. Loft mounted aerials may sometimes be suitable for VHF stereo radio, but indoor aerials are never recommended for television." In all cases the fitting of an aerial in a loft will adversely affect the quality of reception obtained. Although the Company will make every effort to obtain satisfactory reception it cannot guarantee the result from aerials so sited.
- 10) In general the Company will direct aerials towards the transmitter designed by the BBC and ITC to serve the area in which the property is situated. Where the Customer specifically requests reception from an out of area transmitter the Company will make every effort to obtain satisfactory reception but reserves the right to make a service charge if reception proves unacceptable.
- 11) Except for approved trade accounts, terms are strictly COD. At its sole discretion the Company may invoice the Customer for the work carried out. All such invoices are strictly net and unless otherwise agreed by the Company are due for payment within 7 days from the date of invoice. If account overdue exceeds the Company's payment terms, the Company reserve the right to levy and administration charge of 10% or £10 whichever is the greater for every fourteen days overdue.
- 12) The terms of any order to which these conditions relate shall in all respects be construed and operate with the Law of England and the English Courts shall have exclusive jurisdiction to determine all questions or matters relating hereto or arising therefrom.
- 13) The Company reserves the right to charge for any additional works that may need to be carried out after the initial estimate has been prepared.
- 14) Any time quoted for delivery/performance is estimated and not a guarantee. The Company cannot accept responsibility for inconvenience due to cancellation/postponement of said appointment due to circumstances beyond its control.
- 15) Digital Terrestrial Signals
 - a) Until the network is fully operational across the UK no guarantees of digital reception, by aerials installed before its time, can be given for digital reception, but proving unacceptable once broadcasts start at full power in the area in which it was installed.
 - b) The Company reserves the right to charge for work which may result from unacceptable reception on aerials described as compatible for digital reception, but proving unacceptable once broadcasts start at full power in the area in which it was installed.
 - c) Where digital signals prove to be below the threshold recommended by ON Digital, but the Customer is satisfied with the reception quality of sound and picture, then the Company cannot be held responsible for the maintenance of that quality under normal guarantee terms. Should deterioration of reception occur for any reason other than a mechanical or electrical breakdown of the aerial equipment, then the Company reserves the right to impose service charges if the Customer requests further efforts.
- 16) Point 15(c) also applies to Channel 5 analogue signals.