

TV DIGIVIEW LTD STANDARD CONDITIONS OF TRADING

1. In the following paragraphs the Company shall mean TV Digiview Ltd. and the Customer shall mean any person company or organisation that places an order on the Company for the supply of materials/or services. All orders received (verbally or in writing) by the Company for the supply 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 to accept them if they be inconsistent with the conditions as set out herein.
2. Except where standard 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 recommendations made where appropriate.
3. Equitable and beneficial ownership of the goods supplied shall remain with the Company until full payment has been received.
4. By accepting the supply of goods or services the Customer gives the right of access to the Company to enter upon the property for the sole purposes of carrying out the work ordered. The Customer further will be responsible for all the legal costs associated with and for obtaining Court order for the irrevocable right of access to the Company to remove such goods, should the Company in accordance with the stated 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. Furthermore it is the responsibility of the Customer to obtain planning permission, should this be required and the Company accepts no responsibility for the cost of removal/re-siting of any antenna if this permission has not 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 seven 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 the workmanship and aerial equipment installed, the period as agreed between the Company and the Customer, detailed on each receipt/invoice, and only on presentation of a valid (unexpired guarantee period) receipt/invoice and number. The Company cannot guarantee the quality of reception, as this is dependent on factors outside its control. However, every effort will be made by the Company to ensure that reception obtained is as good as the prevailing local factors allow. The Company cannot guarantee against vandalism, gales, or lightening. Call-backs, which can be rectified by the pressing of Customer accessible controls, are not covered.
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 best use of the frequencies available. The plan assumed that a good aerial mounted OUTSIDE will be used for television or FM/DAB radio in the home. Loft mounted aerials may sometimes be suitable for FM/DAB radio, but in door 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 results from aerials so sited.
10. In general the Company will direct aerials towards the transmitter designated by the BBC and ITC to serve the area in which the property is situated where the Customer specially 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 seven days from the date of invoice.
12. The terms of any order to which these conditions relate shall in all respects be construed and operate in conformity with the Law of England and the English Courts shall have exclusive jurisdiction to determine all questions or matters relating hereto or arising there from.
13. Any dispute under or arising out of any Order excepted by the Company which cannot be satisfactorily resolved between the Company and the Customer shall be at the jurisdiction of English Courts.
14. Any time quoted for delivery/performance is estimated and not guaranteed. The Company cannot accept responsibility for inconvenience due to cancellation/postponement of the said appointment due to circumstances beyond its control.
15. Digital Terrestrial signals:
 - (a) Until the digital network is fully operational across the UK no guarantees of digital reception, by aerials installed before that time, can be given.
 - (b) The Company reserves the right to charge for work which may result from unacceptable reception from 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 in the Codes of Practice, 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.