

APPENDIX B

(Continued)

*Telephone Exchange Line/*Private Circuit/*Telex Exchange Line No 01-500...5690

CONSENT FOR CONNECTION OF A PRIVATELY SUPPLIED, INSTALLED AND MAINTAINED PRIVATE ATTACHMENT TO A POST OFFICE TELECOMMUNICATION INSTALLATION

To the Subscriber:-

Post Office consent is hereby given to the connection of the private attachment described in 1 below to the Post Office Telecommunication installation of which the line shown above forms part. The means of connection shall be as indicated in 2 below.

1 Supplier's name and address, and full title of private attachment:-

ACORN SYSTEM 3

2 Means of connection:-

JACK 96A

Where the means of connection is a connecting point to be provided by the Post Office, the charges and arrangements for its installation are shown in an Acknowledgement of Application enclosed with this consent.

Where the means of connection is a connecting point provided by a person approved by the Post Office for that purpose (eg a PAEX supplier), the Post Office maintenance charge is shown in an Acknowledgement of Application enclosed with this consent.

Please note that the connecting point may not be used to attach any equipment other than that to which this consent refers. Any modification to the private attachment or the means of connection will require a fresh consent in writing.

This consent is given under the terms and conditions of the Telecommunication Schemes from time to time in force under the Post Office Act 1969. These may be seen at any Telephone Area Office, but for your information some notes about terms and conditions are given overleaf. Please retain this document for future reference.

(Signed) for General Manager

Date:- 3.8.81....

* Delete as appropriate

APPENDIX B (Continued)

SOME INFORMATIVE NOTES ABOUT TERMS AND CONDITIONS

The terms and conditions contained in the Telecommunication Scheme are, of course, couched in legal language. For your information, the general purport of some conditions which are of particular interest to private attachment users is given below. This list is not exhaustive, and it does not replace the Telecommunication Scheme as a definitive legal statement.

1 You are responsible, at your own expense, for employing competent persons to install and maintain the private attachment. If it appears to the Post Office that maintenance is not being satisfactorily carried out, we may disconnect the attachment from the Post Office installation.

2 If the Post Office requires any renewals, repairs, modifications or alternations to be made to the private attachment, these must be carried out at your expense by competent persons.

3 If the arrangements made for the foregoing purposes appear to the Post Office to be inadequate, we may require you to have them carried out by persons approved by us.

4 We should prefer that you do not notify us of a possible fault in your Post Office installation before you have first checked that no fault exists in the private attachment. If, however, you do call out the Post Office engineer, and his testing reveals the Post Office installation fault-free, we will make a charge for his visit.

5 If any damage occurs to Post Office equipment as a direct or indirect result of electric currents conveyed by the private attachment, you will be charged our costs. This will not apply if the cause was negligence on the part of our staff.

6 Any mains current supply connected to the private attachment must accord with relevant Electricity Supply Regulations.

7 If the private attachment is one which gives a recorded announcement to callers the content of the message is subject to Post Office approval. If the proposed recorded announcement is one that goes beyond the normal routine type of message used in these attachments, and you have any doubts as to its acceptability, advice can be obtained from the General Manager (Traffic Division) of your Telephone Area.

8 The Post Office has the right to revoke this consent at any time (though of course it will not do so without good reason), and to require the private attachment to be permanently disconnected from the Post Office installation.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE PROVISION
BY THE POST OFFICE OF PRESTEL SERVICE

The Post Office has (a) determined in accordance with the Scheme relating to telecommunication service in force under section 28 of the Post Office Act 1969 that the following terms and conditions (which shall be interpreted in accordance with the provisions as to interpretation of the said Scheme) shall apply to the provision of Prestel service in addition to the applicable provisions of the Post Office Act 1969 and of any Schemes relating to telecommunication service in force from time to time under that Act and (b) fixed in accordance with the said provisions the charges shown in those terms and conditions:-

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1.1 For the purposes of these terms and conditions, the following expressions shall have the following meanings:-

"closed user frame" means a frame to which access is at the discretion and under the control of an information provider restricted to Prestel subscribers belonging to a particular closed user group.

"closed user group" means one or more Prestel subscribers who having been selected or identified for that purpose by an information provider is or are from time to time permitted and enabled by that information provider on such terms if any as may be agreed between the information provider and that Prestel subscriber or subscribers to have access to a closed user frame or a certain number of closed user frames.

"frame" means a unit of information which is entered in the Prestel data base so that it is available for transmission to Prestel subscribers and which on transmission will be capable of being connected into a visual image.

"information" when used in relation to Prestel service means any kind of material which is capable of being communicated by Prestel service.

"information provider" means any person or body who or which is from time to time given the necessary facilities by the Post Office to enable that person or body to provide information for Prestel service.

"the Prestel computer" means the computer or computers used by the Post Office for the purposes of Prestel service.

"Prestel data base" means the store of information to which access can be gained by means of Prestel service.

"Prestel service" means a telecommunication service provided in the United Kingdom by the Post Office for Prestel subscribers in the United Kingdom whereby a Prestel subscriber may select and obtain information from the Prestel data base (and make use of the response facility) on establishing communication with the Prestel computer through the medium of the Post Office telephone service (or service provided by private circuit) in conjunction with a receiver.

"receiver" means apparatus which enables frames to be received and converted into visual images and which is of a type provided by the Post Office or approved by the Post Office as a private attachment in accordance with the provisions of the Schemes relating to telecommunication service for the time being and from time to time in force under the Post Office Act 1969.

"response facility" means the facility within the Prestel data base which enables a Prestel subscriber to communicate a response in a specified form to an invitation or offer contained on a response frame.

"response frame" means a frame which contains an invitation or offer which can be responded to by a Prestel subscriber by means of the response facility and a "completed response frame" means a copy of a response frame containing both an invitation or offer and a response or responses thereto which copy is created in the Prestel data base on completion of such response or responses.

1.2 References in these terms and conditions to the United Kingdom shall be read and construed as including reference to the Isle of Man.

1.3 The references to "Prestel" in the above definition are for the purposes of these terms and conditions only and are to be without prejudice to any wide meaning which the Post Office may assign or have already assigned to the word "Prestel" for trade mark purposes or otherwise.

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2.1 The subscriber shall arrange at his own expense for the provision of a receiver.

2.2 If the subscriber wishes to use his receiver in conjunction with a telephone installation at a different address, he shall give at least 7 days previous notice in writing, requiring the Post Office to cease providing Prestel service in accordance with his original application and shall make a fresh application for Prestel service to which the Post Office may accede.

2.3 No tape recorders, TV games, or other accessories shall be connected to the receiver unless either the written consent of the Post Office has been obtained or the manufacturer under an agreement with the Post Office has stated in his literature that such accessory is acceptable to the Post Office for use in connection with the receiver.

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3.1 The subscriber shall not, except with the written consent of the Post Office, assign, dispose of or part with Prestel service to any other person.

3.2 If the subscriber fails to comply with the provisions of sub-paragraph 3.1, he shall continue to be liable for all charges due and to become due in respect of Prestel service.

4.1 Subject to the provisions of sub-paragraphs 4.2 and 4.3 and paragraph 5, the subscriber may allow other persons to use the subscriber's receiver for the purpose of retrieving information from the Prestel data base or transmitting messages through the response facility.

4.2 The subscriber shall not, without the written consent of the Post Office receive or permit any other person to receive any consideration either directly or indirectly in return for or on account of the use of the subscriber's receiver by or on behalf of any person other than the subscriber. The term "consideration" includes besides money or money's worth the giving or withholding of business or any advantage or benefit of any kind of description.

4.3 The subscriber shall observe any conditions as to the use of the subscriber's receiver by other persons which the Post Office may, from time to time, notify to the subscriber in writing.

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5.1 The subscriber shall not retrieve nor permit any other person to retrieve from the Prestel data base by means of the subscriber's receiver information for any use other than the personal use of the subscriber or that other person.

5.2 Without prejudice to the generality of sub-paragraph 5.1 the subscriber shall not do nor permit to be done any act in relation to any information obtained through Prestel service that would infringe any copyright in the said information unless the subscriber or other person concerned has first obtained the consent in writing of the information provider who has provided that information and any other necessary licences, consents, permissions and authorisations.

6 The subscriber shall not have access to a frame if the Post Office has barred access to the frame on any of the following grounds:-

a. the Post Office has reason for considering that the frame contains information the storing, processing, sending, transmitting, publishing or use (in each case within the United Kingdom) by any person of which or any part of which:

i. would be a criminal offence or would otherwise be unlawful under or by virtue of the common law or equity or any enactment for the time being or from time to time in force within the United Kingdom or the law of the European Economic Community so in force within the United Kingdom;

ii. in particular (but without prejudice to the generality of the foregoing) would if it were sent by a person by means of the Post Office public telecommunication service be an offence under Section 78 of the Post Office Act 1969 (by reason that it is grossly offensive or of an indecent, obscene or menacing character); or

iii. would be or would involve a wrong actionable within the United Kingdom at the suit of any person; or

b. in the case of a closed user frame, the subscriber does not belong to the closed user group concerned.

7 Application to belong to a closed user group must be made by the subscriber to the information provider by whom the closed user group has been established.

8.1 The charges applicable to Prestel service shall be fixed from time to time by the Post Office in accordance with any Schemes relating to telecommunication service from time to time in force under the Post Office Act 1969. The current charges, which have been fixed are:-

- a. the applicable charges for each telephone call to the Prestel data base;
- b. a time based charge for the use of the Prestel data base which will vary according to the time of use as follows:-

Period of time (or part of such period) constituting a unit

Standard Rate
(between 8am and 6pm
Monday to Friday)

1 minute

Cheap Rate
(between 6pm and 8am
Monday to Friday; all day
Saturday and Sunday and
certain public holidays)

3 minutes

The unit charge will be 4p.

c. a charge for each frame which is received by the subscriber as a visual image by means of his receiver to be determined in accordance with a system of charges ranging from 0p to 50p. Up to 10p the intervals in the range of charges will be 0.1p and from 10p the intervals will be 1p. The applicable frame charge will be shown on the subscriber's receiver on each occasion when access to the frame is requested by means of Prestel service.

d. Prestel jack-£13 connection charge, £0.50 quarterly rental;

e. where telephone service is provided by means of a business line, a quarterly charge of £12 (in addition to the applicable rental payable for the telephone exchange line).

8.2 The above charges are tax exclusive amounts and an amount in respect of any Value Added Tax chargeable on any supply to which a charge relates will be payable in addition.