

Date _____

Dear _____

AGREEMENT RELATING TO THE INSTALLATION & OPERATION OF GAMING & MEDIA EQUIPMENT AT

(“the Premises”)

The addressee(s) of this letter (referred to as “**you**”) is/are the tenant(s) or lessee(s) of the Premises. Enterprise Inns plc (the “**Company**”) considers that the provision of gaming & media activities and equipment and coin-operated amusement machines (the “**Equipment**” as defined below) on licensed premises owned by the Enterprise Group is an important part of the services offered to customers.

The terms and conditions of this Agreement (and any other contracts or documents referred to) govern the terms upon which you and the Company have agreed to the installation and operation of the Equipment and the operation of Gaming & Media Activities (as that expression is defined below) at the Premises.

This Agreement also signifies the consent of the Company (or, where appropriate, whichever Enterprise Group company owns the Premises and leases it to you) as may be required under the terms of the Premises lease.

Specific Contractual Issues

Some provisions within this Agreement are worthy of a specific reference here, in order to highlight these for the purposes of clarity and avoid misunderstandings in the future. These are as follows:

- (a) You must obtain all Equipment only from a provider (or providers) nominated and approved by the Company in writing;
- (b) You are not entitled to install or operate at the Premises any equipment which performs the same (or substantially the same) function as the Equipment, or operate or allow any Gaming & Media Activities other than using the Equipment; and
- (c) The Company reserves the right to terminate this Agreement at any time in accordance with clause 7.1.

1. The Equipment

Supply, selection and alteration

- 1.1 All Equipment must be supplied and installed by Authorised Provider(s) or their agents. The Company will provide details of appropriate Authorised Providers to you upon request, and (if applicable) which Equipment they are authorised to supply and/or install.
- 1.2 The Company shall determine in its absolute discretion which items of Equipment shall be provided under this Agreement from time to time. Any changes or alterations to such items of Equipment will be notified to you by the Company.

- 1.3 No equipment or apparatus which performs the same (or substantially the same) function as the Equipment may be installed or operated at the Premises without the Company's prior written consent.

Ownership and risk

- 1.4 Any Equipment installed at the Premises shall remain the property of the Company or the relevant Authorised Provider, and ownership shall not pass to you. The Equipment will not be taken to be a tenants or trade fixture or fitting.
- 1.5 From the time of delivery the Equipment will be at your risk, except as regards any loss or damage caused by any act or omission of the Company or relevant Authorised Provider(s)(or its employees, agents or contractors).

Installation

- 1.6 Prior to delivery and installation (or subsequent alteration) of Equipment the Company (or the relevant Authorised Provider(s) or its agents) will notify you to arrange this. Without prejudice to clause 1.8 below, you must ensure that any installer is able to access the Premises on the date agreed for delivery and installation (or alteration) of the Equipment.
- 1.7 The installation service that is provided assumes that, other than the Equipment, no additional cabling, brackets or equipment is required nor any works required which are beyond the scope usually required in a normal installation for which no charges will apply. If additional cabling, brackets, equipment or work is required at your request then you may be charged for an additional sum to reflect this. The installer will advise you of such charges at the point of survey and before the Equipment is installed.
- 1.8 Access must be allowed to the Company and relevant Authorised Providers (or its agents) at all times for the purpose of evaluation, repair, installation, removal and maintenance of Equipment (and any Equipment monitoring equipment). You must ensure that such activities are only carried out by the authorised personnel of the Authorised Provider(s) or the Company. In the case of an emergency or if the Company or relevant Authorised Provider has not been able to contact you having used reasonable endeavours to do so, you agree that the Company or relevant Authorised Provider (or its agents) may access the Premises without giving prior notice.
- 1.9 You must allow the Company or its nominee to install and retain at the Premises an Equipment monitoring system, and allow that system to be connected to and draw upon your electricity or any other utility supply or any other conducting media for that purpose. This will include, without limitation, any machine, program or system that may be required to monitor and calculate the income or takings of any Equipment or any tax payable in respect of income or takings. The Company or its nominee will evaluate financial and Equipment performance data and will supply to you, if such information is available, the results of such evaluation upon written request.
- 1.10 The Equipment must be sited on the Premises in such position or positions as directed by the Local Authority or any other relevant authority. Subject to the above, you must obtain the approval of the Company as to the location of the Equipment.

Permits, licences and permissions

- 1.11 The Equipment must be installed, sited and operated at the Premises (including in relation to use for Gaming & Media Activities) in strict compliance with applicable laws and regulations. You must ensure that you and all persons involved in the operation of the Equipment take proper steps to adhere to those laws and regulations. If this requires you to obtain any permit or licence then it is your responsibility to obtain it. In particular, you must ensure that prior to installation of the Equipment and at all times thereafter you obtain and maintain (as may be required in respect of relevant Equipment):

- (a) a valid licence under the Gambling Act 2005 from the relevant Local Authority in respect of any such Equipment in use at the Premises; and
- (b) an HM Customs & Excise Gaming Machine Licence under the Betting and Gaming Duties Act 1981 (as amended) in respect of the number and description of Equipment to be installed at the Premises; and
- (c) any necessary licences, permissions or consents required from relevant third parties (including the Performing Rights Society, Phonographic Performances Ltd, Video Performances Ltd and any local authority).

You shall at all times (both during and after the period this Agreement is in force) indemnify the Company and any relevant Authorised Provider(s) against all losses, damages, costs or expenses and other liabilities (including legal fees and loss of income) incurred by, awarded against or agreed to be paid arising from any failure on your part to obtain any such permit, licence or permission.

- 1.12 All permits, licenses and other statutory notices relating to the Equipment and relevant use(s) thereof must be displayed by you in such parts of the Premises as you may be required by law. This includes any guidelines which may be issued by other agencies such as those concerned with responsible gambling.

Connections and operation

- 1.13 You must ensure that the Equipment is connected to an electricity supply, telephone lines and any other utility or service media that may be required for its proper operation, and that such Equipment is switched on and operating correctly at all times that the Premises is open (or during such other times that the Company shall, in its absolute discretion, direct).
- 1.14 Wherever applicable, you must operate the Equipment in strict adherence with Equipment Guidelines, the BBPA Code and all other directions issued to you by the Company and/or relevant Authorised Providers.
- 1.15 The Equipment must be maintained in full working order and you must report any Equipment failure or breakdown immediately to the relevant Authorised Provider(s) (or its nominated agent) to arrange for repair or replacement. You will be responsible for the costs of repair or replacement in respect of:
- (a) any accidental or deliberate damage to the Equipment by persons other than the relevant Authorised Provider (or its nominated agent);
 - (b) defects due to interference with or maintenance of the Equipment by persons other than the relevant Authorised Provider (or its nominated agent);
 - (c) any faults arising out of misuse or failure to comply with the Equipment Guidelines; and
 - (d) cosmetic damage which does not affect the functionality of the Equipment.
- 1.16 For the purpose of this Agreement, Equipment shall include both the hardware and the software relevant to the operation of the Equipment.
- 1.17 The Company may require (by notice in writing to you) that you undertake cash collections from Equipment at the Premises which is cash or coin-operated in accordance with the provisions in the Appendix. If you are not required to do so, you must make a secure position at the Premises available to the collector appointed by the Company (or the Authorised Provider) while such Equipment is emptied, and the cash take or other form of income is counted and reconciled. You must also allow the Authorised Providers or their agent or nominee to retain the keys or other access devices for cash collected in such Equipment.

2. Gaming & Media Activities

Availability and selection of Gaming & Media Activities

- 2.1 You will only be able to participate in Gaming & Media Activities if the Premises is suitable for access to Gaming & Media Activities. The Company (or the relevant Authorised Provider) will determine at its sole discretion whether the location is suitable prior to or at the time of installation of the Equipment.
- 2.2 The Company (or the relevant Authorised Provider) will determine at its sole discretion which Gaming & Media Activities are made available or can be accessed using the Equipment from time to time. The Company may for operational or other reasons change the specification of Gaming & Media Activities from time to time, and accordingly individual Gaming & Media Activities may be added, modified or discontinued without notice to you.

Access to Gaming & Media Activities

- 2.3 Gaming & Media Activities will be made available using the Equipment subject to and in accordance with the provisions of this Agreement, and upon such other terms and conditions as the Company or relevant Approved Provider shall specify from time to time. The Company shall not have any liability to you for any failure to meet any date provisionally agreed with you for Gaming & Media Activities to commence.
- 2.4 In order to participate in Gaming & Media Activities, you must use only the Equipment. You are not entitled to operate or allow at the Premises any Gaming & Media Activities (or any activities similar to and which compete with the Gaming & Media Activities or any of them) other than using the Equipment.
- 2.5 Unless we (or an Authorised Provider) arrange the provision of broadband internet access to enable relevant Equipment to access Gaming & Media Activities, you are responsible for obtaining and maintaining such access at your own cost, and you are responsible for any contractual agreement you have with the supplier of such broadband internet access (including any costs and liabilities you may incur under that contractual agreement).

Faults and Downtime

- 2.6 You acknowledge that there may be technical limits that prevent the Company or relevant Authorised Provider(s) from delivering an operational service. At times due to congestion access to Gaming & Media Activities may be restricted or the speed of service may be reduced, or be subject to interference or interruption.
- 2.7 Access to Gaming & Media Activities may be suspended at any time, including during scheduled periods of downtime where necessary for operational reasons such as repair, maintenance or improvement of the Gaming & Media Activities system or because of an emergency.
- 2.8 If a fault occurs with regard to Gaming & Media Activities, you should report this immediately to the relevant Authorised Provider (or its nominated agent) to arrange for repair.

Use of Gaming & Media Activities

- 2.9 The Company does not warrant or guarantee the accuracy or completeness of any of the information, sound, software and any other materials (in whatever form) and services made available to you as part of Gaming & Media Activities (the “Content”) or any further information or results which may be derived from it. You acknowledge that your use of the Content is at your sole risk. Please note that there may be additional conditions (either those of the Company or of a third party) provided to you or displayed on or made available via the Equipment relating to particular Content. Those conditions will also form part of this Agreement should you access such Content.

- 2.10 You are entirely responsible for evaluating any goods or services offered by third parties via Gaming & Media Activities or on the Internet. The Company will not be a party to or in any way be held responsible to you for any transaction between you and third parties.
- 2.11 You warrant that any information you make available (“**Tenant Information**”) or that of a third party which you access (“**Third Party Content**”) using the Equipment will not include any information or material, any part of which, or the accessing of which or use of which, would be a criminal offence or is otherwise unlawful.
- 2.12 You also warrant that you will comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities and relevant licences which relate to your participation in Gaming & Media Activities including those notified by the Company to you. You agree to comply with any and all reasonable instructions that the Company may give to you which the Company believes may be necessary for health or safety or operational reasons for the quality of Gaming & Media Activities provided to you or other customers.
- 2.13 Gaming & Media Activities are provided solely for your use and the use of customers of the Premises. You must not allow to participate in Gaming & Media Activities any person whom we specifically notify you is not permitted to do so.

User names and Passwords

- 2.14 The Company may, for operational or other reasons, change any codes or the numbers allocated to you. You must ensure that user names and passwords used in connection with Gaming & Media Activities are kept confidential and are only used by authorised users. You must inform the Company immediately if you know or suspect that a user name or password has been disclosed to an unauthorised user or is being used in an unauthorised way. You must not change or attempt to change a user name without written consent.
- 2.15 The Company reserves the right (at its sole discretion):
- (a) to suspend user names and password access to Gaming & Media Activities if at any time the Company thinks that there has been or is likely to be a breach of security; and
 - (b) to ask you to change any or all of the passwords you use in connection with Gaming & Media Activities.
- 2.16 You accept and acknowledge that Gaming & Media Activities are not completely secure and the Company do not guarantee the prevention or detection of any unauthorised attempts to access Gaming & Media Activities.

3. Restricted uses of the Equipment and Gaming & Media Activities

- 3.1 Age restrictions are in place in respect of certain types of Equipment and in respect of Gaming & Media Activities, and it is your responsibility to ensure that the Equipment and Gaming & Media Activities is used in accordance with those restrictions. This will include (without limitation) ensuring the use of the Equipment and Gaming & Media Activities is appropriately supervised, and you shall operate management and staff training schemes to reinforce this.
- 3.2 You must not use (or allow to be used) the Equipment or Gaming & Media Activities:
- (a) in a way that breaches any legislation or any permit, licence or permission applicable to you or the Premises or which is in any way unlawful or fraudulent;
 - (b) to deliver, knowingly receive, upload, download, use or re-use or display any information or material which is abusive, offensive, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights or applicable laws, rules or regulations;

- (c) for any unsolicited or unauthorised direct marketing purposes;
- (d) in a way that does not comply with the Equipment Guidelines, the BBPA Code or our specific instructions;
- (e) to impersonate another person or use a false name or a name that you are unauthorised to use or create a false identity or address or try to mislead others as to the identity or origin of any communications;
- (f) to make available or upload files that contain software or other material, data or information not owned by or licensed to you or collect personal information about others (e.g. names/addresses etc.) without their consent or otherwise do anything which would infringe on third party's rights; or
- (g) to damage, interfere with or disrupt access to Gaming & Media Activities or do anything which may interrupt or impair the provision of services to third parties.

You will fully indemnify the Company against any actual or potential claims or legal proceedings against the Company by a third party because of or in any way connected with your use or misuse of the Equipment or Gaming & Media Activities in breach of the provisions of this clause 3.2.

3.3 If you believe or suspect that some form of fraudulent activity is being perpetrated in relation to the Equipment, its installation or operation, or Gaming & Media Activities, you must report the matter to the Company without delay.

3.4 You are expressly prohibited from attaching (directly or indirectly) any other equipment or devices to the Equipment.

4. Training and Promotional Ventures

4.1 The Company have the right, upon reasonable notice, to require that you attend at your own cost any appropriate training course or presentation specified by the Company relating to the Equipment, Gaming & Media Activities or any other matters contemplated in this Agreement.

4.2 The Company has the right to require you, at your own cost, to participate in such promotional and advertising campaigns as may be specified by the Company which are related to or which make use of the Equipment.

4.3 Without prejudice to clause 4.2, you must allow the Company to use the Equipment for such promotional and advertising purposes as may be specified by the Company. The nature of the Equipment supplied means that you may be able offer to provide advertisement services to third parties, but you must first obtain the Company's prior written consent to such advertisements (which consent may be withheld at the Company's absolute discretion) and any income generated by you from such advertisements shall be dealt with in the manner set out in the Appendix.

5. Charges and Payments

5.1 Income in respect of the Equipment (which includes, without limitation, revenues generated from operating Gaming & Media Activities) will be dealt with in the manner and subject to the terms and conditions set out in the Appendix.

5.2 The Company reserves the right at any time, upon not less than 1 calendar month's notice in writing (subject to the remaining provisions of this clause 5.2) to you to discontinue, terminate, vary or amend all or any of the provisions of the Appendix and on the expiry of such notice, this Agreement will continue to apply but subject to the discontinuance or termination or variation or amendment of the provisions specified in the notice. (If notwithstanding the foregoing a longer period of notice is stated in the Appendix to apply in relation to any particular matter, then such longer period of notice shall apply).

- 5.3 The Company reserves the right to charge you an administration, management, installation, maintenance and/or royalty fee in respect of the Equipment and its operation (including in respect of evaluation of Equipment data). Any such fee shall be notified to you by the Company from time to time, and shall be due and payable as specified by the Company in such notice.
- 5.4 If any sums are payable by you to the Company or its nominated suppliers (whether for beer and other drinks supplied to the Premises, or under your tenancy agreement or lease or otherwise) and such sums remain unpaid when due then the Company may direct that income due to you from any Equipment be applied in full or partial discharge of such sums. In such a case you will continue to be accountable for VAT (if applicable) and any other charges relating to the Equipment.

6. Intellectual Property Rights

- 6.1 Any patents, design rights, know-how, copyrights, trade marks, the right to use software and all other similar proprietary rights (whether registered or unregistered) worldwide (“**Intellectual Property Rights**”) relating to the Equipment, Gaming & Media Activities or Content or otherwise under the scope of this Agreement belong to the Company, Authorised Providers or relevant third parties.
- 6.2 The Content is protected by copyright, trademark and other Intellectual Property Rights, as applicable. You must not and must not permit anyone else to copy, store, modify, distribute externally, broadcast or publish any part of the Content except as expressly authorised by the Company.

Intellectual Property Right Indemnity

- 6.3 You will fully indemnify and hold the Company harmless against all claims and proceedings arising from infringement of any third party’s Intellectual Property Rights by reason of your use of the Equipment, Gaming & Media Activities or Content otherwise than in accordance with this Agreement.

7. Termination of this Agreement

- 7.1 Without prejudice to its rights contained in your tenancy agreement or lease, the Company may terminate this Agreement as follows:
- (a) immediately by giving you notice in writing in the event that you use (or the Company suspects that or you are using) the Equipment or Gaming & Media Activities in contravention of clause 3 or you are in breach of any of the other terms of this Agreement;
 - (b) immediately by giving you notice in writing in the event of any breach of the terms of your tenancy agreement or lease in respect of the Premises; or
 - (c) upon not less than 1 calendar month’s notice in writing to you at any time.
- 7.2 Any such notice of termination of this Agreement by the Company referred to in clause 7.1 may be expressed to refer to all or some only of the Equipment. In the event that any such termination notice specifies some (but not all) Equipment referred to in this Agreement, the terms of this Agreement shall continue in force upon the same terms with regard to any items of Equipment not specified in such termination notice.
- 7.3 You may terminate this Agreement by giving at least 12 months’ prior written notice to us at any time. If you terminate this Agreement then you must pay all sums due to the Company in accordance with this Agreement until the date on which actual termination takes place.
- 7.4 Upon termination of this Agreement registration to any services provided by the Company or

third parties provided in the course of and/or for the purposes of Gaming & Media Activities will cease at such time as this Agreement terminates.

8. General

- 8.1 You must not have, in the past, or during the course of this Agreement, have been convicted or pleaded guilty to a criminal offence relating to gambling, gaming or lotteries (including one involving fraud corruption or moral turpitude) and must not now, or during the course of this Agreement, be the subject of any investigation by any relevant authority for any such offences and you must not have been listed, or be listed during the course of this Agreement, by any such relevant authority as being debarred, suspended or otherwise ineligible from being involved in such gambling, gaming or lottery activity.
- 8.2 This Agreement is personal to you and does not transfer to your successors under your tenancy agreement or lease. In the event that your lease is assigned to another party this Agreement may be transferred at the Company's discretion. The Company may assign, sub-contract or transfer any of its rights or obligations under this Agreement without your prior written consent.
- 8.3 This Agreement represents the entire understanding between the parties in relation to its subject matter and supersedes any previous consent or agreement given in relation to any Equipment (or any of it) at the Premises by the Company or its predecessors in title.
- 8.4 Notices given under this Agreement must be in writing and may be delivered by hand, courier or first class post to the following addresses:
- (a) to the Company at our address at 3 Monkspath Hall Road, Solihull, West Midlands B90 4SJ or any alternative address which the Company notifies to you; and
 - (b) to you at the address of the Premises or any other relevant postal address that you provide to the Company.
- 8.5 If any part, term or provision of this Agreement is held to be illegal or unenforceable the validity or enforceability of the remaining provisions will not be affected.
- 8.6 If you or the Company delays in acting upon a breach of this Agreement that delay will not be regarded as a waiver of that breach. Any waiver of a breach of this Agreement shall be limited to that particular breach.
- 8.7 This Agreement will be governed by and construed and interpreted in accordance with the law of England and Wales and you and the Company submit to the exclusive jurisdiction of the English Courts.

9. Indemnity

- 9.1 You will indemnify the Company against all actions, claims and demands which may arise in respect of any failure on your part to perform and observe this Agreement.

10. Interpretation

- 10.1 The definitions and rules of interpretation in this clause apply in this Agreement.

“Approved Provider”

means a provider (or providers) nominated and/or approved by the Company in writing in relation specific supplies or deliverables relating to the Equipment and/or Gaming & Media Activities.

“BBPA Code”

means the British Beer & Pub Association Code of Practice on Restricting Play on All-Cash AWP Machines.

“Equipment”

means or refers to:

- (a) the media screens, apparatus and equipment (including any of the foregoing which are used to participate in Gaming & Media Activities); and/or
- (b) the coin, card, token or pre payment-operated amusement machines;
- (c) automated teller machines

(in each case) described in the Appendix (as may be changed from time to time) and any other cabling, connections, brackets or ancillary equipment provided by the Company or Approved Provider(s) to you for use at the Premises, subject to the terms of this Agreement.

“Enterprise Group”

means and includes each and any subsidiary or holding company of the Company and each and any subsidiary of a holding company of the Company (where “holding company” and “subsidiary “ have the meanings given to those expressions by Sections 736 and 736A of the Companies Act 1985).

“Equipment Guidelines”

means the guidelines or instructions provided by the Company or Approved Provider(s) and/or relevant Equipment manufacturers (as appropriate) in relation to the proper operation, use, care and maintenance of Equipment and/or Gaming & Media Activities.

“Gaming & Media Activities”

means and includes:

- (a) those gaming, gambling, lottery and other games which are accessed and made available via the Equipment from time to time; and
- (b) those advertising, music and/or media activities and any and all other information, services and activities which are accessed, operated and/or made available using the Equipment and which are approved by the Company from time to time.

10.2 In this Agreement (except where the context otherwise requires):

- (a) references to “clauses” are to clauses or sub-clauses of this Agreement and references to the “Appendix” are to the Appendix to this Agreement;
- (b) the clause headings are included for convenience only and shall not affect interpretation;
- (c) use of the singular includes the plural and vice versa, and use of any gender includes the other genders;
- (d) any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
- (e) any reference to a statute, statutory provision or subordinate legislation (“**legislation**”) shall (except where the context otherwise requires) be construed as

referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; and

- (f) any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

Please acknowledge receipt and agree to the terms of this Agreement by signing, dating and returning the enclosed copy.

Yours sincerely,

.....
For and on behalf of
Enterprise Inns plc

I hereby acknowledge receipt and agree to the terms of this Agreement.

Signed

Signed.....

Tenant(s) / Lessee(s) of the Premises

Date

Appendix

- 1 Equipment referred to in this Appendix will be emptied or an account taken of payments made or money received from customers at such intervals as the Company shall determine, and following all deductions or charges made pursuant to this Agreement, income from Equipment will be applied in the following order (if and to the extent that the same are appropriate to the type of Equipment in question):
 - 1.1 repayment to you of sums paid by you for legitimate refund claims made by customers where the Equipment has failed (provided always that such repayments shall only be permitted in circumstances where the Company is satisfied that the Equipment concerned was malfunctioning at the appropriate time);
 - 1.2 payment of any VAT on any payments made or cash received by such Equipment (and which for the avoidance of doubt the Company shall account for as the supplier of the Equipment);
 - 1.3 payment of the cost of any licence, duty, permit or fee (if any) due and payable to the relevant Licensing Justices, Local Authority or other competent authority in respect of any such Equipment (such amounts to be calculated pro-rata by reference to the life or duration of such licence, duty, permit or fee and an appropriate amount deducted calculated by reference to the period covered by the amounts collected from the Equipment);
 - 1.4 (where applicable) payment of any hire or rental charges payable in respect of the Equipment;
 - 1.5 Any payments required to the Gambling Trust or such other organisation or agency from time to time nominated who represent and support responsible gaming and or provide education and or support to problem gamblers or research into illnesses associated with gambling;
 - 1.6 any balance will be shared between you, us and relevant Authorised Providers as set out in the table annexed to this Appendix ("Revenue Share").
- 2 The Company reserves the right, upon not less than 12 calendar months' notice in writing to you, to cease making payments to you pursuant to the Revenue Share arrangements referred to in paragraph 1 above, and instead pay to you a fixed or variable sum in consideration of the obligations undertaken by you under this Agreement. The Company will, with any notice served under this paragraph 2, supply to you written details of such alternative payments (or means of calculating such payments) and any associated procedures and terms and conditions.
- 3 The Company may require (by notice in writing to you) that you undertake cash collections from Equipment at the Premises which is cash or coin-operated. If you are required to undertake such cash collections, you must operate such arrangements strictly in accordance with our written instructions and directions and account to us (or as we may direct) promptly for all amounts emptied from the Equipment.
- 4 If cash or banking receipts for any collection period are not sufficient to pay the liabilities calculated in paragraphs 1.1 to 1.4 then you will be responsible for paying any shortfall at your own cost. Similarly if the cash and/or banking receipts for any collection period are less than the amount that the Company or its agent or nominee calculates should have been collected in respect of that collection period then you will be responsible for paying any shortfall at your own cost.
- 5 Value Added Tax on any hire or rental charges in respect of the Equipment is the Company's responsibility. The Company may also if required to do so account to HM Revenue & Customs for Value Added Tax payable in respect of the income derived from the Equipment.

The Company reserves the right to amend the relevant procedures relating to the handling of and accounting for Value Added Tax upon not less than 7 days' notice in writing to you.

- 6 You will be responsible for payment at your own cost of any telecommunications charges (including line rental) and all other costs (including utility costs) payable in respect of the operation of the Equipment.
- 7 In respect of Equipment which are automated teller machines (and such other Equipment as the Company may specify) the fee per transaction will be agreed with you by the Authorised Provider(s) with the Company's consent (such consent not to be unreasonably withheld). The Company will also receive a fee per transaction from the Authorised Provider.
- 8 In the event that a gross profits tax regime is introduced, you may be required to submit income data in respect of the Equipment to HM Customs & Excise or the Company. This may include the requirement for electronic monitoring of the Equipment.
- 9 Any determination by the Company that a particular machine or piece of Equipment or a particular Gaming & Media Activity falls into a particular category for the purposes of the Appendix will be binding upon you.