

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

SCHEDULE 13D/A  
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED  
PURSUANT TO RULE 13d-1(a) AND AMENDMENTS THERETO  
FILED PURSUANT TO RULE 13d-2(a)  
(Amendment No.3)

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Telewest Communications plc  
(Name of Issuer)

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Ordinary Shares, par value 10 pence per share  
(Title of Class of Securities)

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G8742C 10 2\*  
(CUSIP Number)

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Limited Voting Shares, par value 10 pence per share  
(Title of Class of Securities)

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Not applicable  
(CUSIP Number)

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Robert A. Eshelman  
General Counsel,  
Finance and Operations  
One Microsoft Way  
Redmond, Washington 98052-6399  
(425) 882-8080

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(Name, Address and Telephone Number of Person Authorized  
to Receive Notices and Communications)

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September 21, 2000  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box [ ].

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

\* The CUSIP number for the American Depository Shares, each representing 10 of the Ordinary Shares, par value 10 pence per share, of Telewest Communications plc, is 87956P 10 5.

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Item 1. Security and Issuer

This constitutes Amendment No. 3 (the "Amendment") to the Statement on Schedule 13D, dated July 17, 2000, as amended by Amendment No. 1, dated July 18, 2000, and Amendment No. 2, dated August 9, 2000 (the "Statement"), relating to the ordinary shares, par value 10 pence per share (the "Ordinary Shares"), and the Limited Voting Shares, par value 10 pence per share (the "Limited Voting Shares"), of Telewest Communications plc, a public limited company incorporated under the laws of England and Wales ("Telewest").

Item 2. Identity and Background.

This statement is filed on behalf of Microsoft Corporation, a Washington corporation ("Microsoft"), Microsoft U.K. Cable, Inc., a Colorado corporation ("UK Cable"), and Microsoft Cable Partnership Holdings, Inc., a Colorado corporation ("Cable Partnership"). UK Cable and Cable Partnership are wholly-owned subsidiaries of Microsoft. UK Cable owns 540,648,982 Ordinary Shares and 57,312,938 Limited Voting Shares and Cable Partnership owns 40,385,202 Ordinary Shares. Microsoft

continues to own directly 55,021,840 Ordinary Shares and 3,009,716 Limited Voting Shares.

Item 4. Purpose of the Transaction.

On September 21, 2000, Microsoft, on behalf of itself and its subsidiaries, entered into a deed poll (the "Second Deed Poll") relating to its rights under the Revised New Relationship Agreement, dated March 3, 2000 (the "Revised New Relationship Agreement"), a copy of which is filed as Exhibit (2) to the Statement. A copy of the Second Deed Poll is attached as Exhibit (9).

The Second Deed Poll provides that Microsoft and the Microsoft Group (as defined in the Revised New Relationship Agreement) will not exercise their right under the Revised New Relationship Agreement to withhold their consent (i) to any immaterial acquisition or disposal (with an acquisition or disposal being treated as immaterial if the fair value of the assets acquired or disposed represents 20 percent or less of the fair value

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of the total assets of the Telewest group immediately prior to such acquisition or disposal, as calculated by Microsoft), and (ii) to the incurrence of any borrowings or indebtedness or grant of any security interest by Telewest, in each case where Microsoft's consent is required under the Revised New Relationship Agreement. The Second Deed Poll will terminate immediately if Microsoft determines that the exercise of the rights covered by the Second Deed Poll would not require the equity method of accounting to be applied in relation to Microsoft's interest in Telewest under US GAAP and Microsoft notifies Telewest of this determination.

All references to the documents described in this Item 4 are summaries thereof and do not purport to be complete and are qualified in their entirety by the full text of the respective documents, which have been attached hereto or to the Statement as exhibits and which are incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Exhibit 9 -- Deed Poll by Microsoft Corporation, dated September 21, 2000.

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SIGNATURE

After reasonable inquiry and to the best knowledge and belief of the undersigned, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: October 4, 2000

MICROSOFT CORPORATION

By: /s/ Robert A. Eshelman  
Name: Robert A. Eshelman  
Title: General Counsel,  
Finance and Operations;  
Assistant Secretary

MICROSOFT UK CABLE, INC.

By: /s/ Robert A. Eshelman  
Name: Robert A. Eshelman  
Title: Secretary

MICROSOFT CABLE PARTNERSHIP HOLDINGS,  
INC.

By: /s/ Robert A. Eshelman  
Name: Robert A. Eshelman  
Title: Secretary

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EXHIBIT INDEX

Exhibit 9 -- Deed Poll by Microsoft Corporation, dated September 21, 2000.

THIS INSTRUMENT is made by way of deed poll on the 21st day of September, 2000 by **Microsoft Corporation**, a company incorporated in Washington, whose principal place of business is at One Microsoft Way, Washington 98052 6399, USA ("**Microsoft**").

By this deed poll, Microsoft declares as follows in respect of the revised new relationship agreement dated 3 March 2000 between Microsoft (1), Liberty Media International, Inc. (2), Liberty UK Holdings, Inc. (3), Liberty UK, Inc. (4) and Telewest Communications plc ("**Telewest**") (5) (the "**Agreement**"):

That, subject to the provisos set out below, Microsoft shall not, and shall procure that the Microsoft Group shall not, at any time exercise any right under clause 5 of the Agreement to withhold its consent:

- (i) to any immaterial acquisition within the scope of business carried on by the Telewest Group in accordance with clause 11 of the Agreement or to any immaterial disposal for which, in either case, its consent is required under clause 5.1.1 of the Agreement (and so that for the purposes of this deed an acquisition or disposal is to be treated as immaterial where the fair value of the assets acquired or disposed of represents 20 per cent or less of the fair value of the total assets of the Telewest Group immediately prior to such acquisition or disposal with the said fair values being determined by Microsoft following the definitions provided by paragraph 7 of Statement of Financial Accounting Standards No. 121, *Accounting for the Impairment of Long-Lived Assets and Long-Lived Assets to be Disposed of*. For the avoidance of doubt, the Microsoft Group shall (subject only to the extent that it has expressly undertaken to surrender such rights under the foregoing provisions of this paragraph (i)) retain its full right and entitlement to withhold its consent under clause 5.1.1 at its absolute discretion; or
- (ii) to any matter for which its consent is required under clause 5.1.2 of the Agreement;

PROVIDED THAT the declarations and obligations of Microsoft set out above shall terminate and cease to have any effect in the event that Microsoft determines that the exercise of the rights which it is surrendering (or procuring to be surrendered) under this deed would not require the equity method of accounting to be applied in relation to the interests of the Microsoft Group in Telewest under generally accepted accounting principles in the United States of America and Microsoft notifies Telewest in writing of such determination and the consequent termination of the said declarations and obligations.

In relation to the provisions of paragraph (i) above, Microsoft shall notify Telewest in writing of any determination of fair values that it makes for the purposes thereof and, in the event that Telewest notifies Microsoft in writing within five business days of the receipt of such notification that it disputes the determination of such fair values (a "**Dispute Notice**"), Microsoft shall permit the matter to be referred for determination to an independent valuation specialist agreed on by Microsoft and Telewest, subject to Telewest agreeing that (a) such independent valuation specialist shall act as an expert and not as an arbitrator, (b) the decision of such specialist shall be final and binding between Microsoft and Telewest and (c) the fees of such specialist shall be allocated for payment between Microsoft and Telewest as such specialist may determine to be fair.

The definitions contained in the Agreement shall, unless the context otherwise requires, bear the same meanings in this deed poll. The provisions as to the giving of notice in clause 23 of the Agreement shall apply as regards any notice given by Microsoft and Telewest to each other under this instrument.

This deed poll is intended to operate for the benefit of and be enforceable by Telewest and is governed by and shall be construed in accordance with English law.

Executed as a deed by Microsoft on the date first stated above.

SIGNED as a deed and            )  
DELIVERED by                    )  
**Microsoft Corporation**        )  
acting by:                        )

/s/ Jean-Francois Heitz  
.....

Duly authorised

Name: Jean Francois Heitz

Title: Deputy Chief Financial Officer