

- 10.4 You may end this agreement by exercising any right you may have under any door-to-door trading legislation. If the relevant door-to-door trading legislation cannot be excluded by this agreement and you end this agreement by exercising your rights under that legislation, then the provisions of the legislation will prevail only to the extent of any inconsistency with this agreement.
- 10.5 Any rights which either party has against the other party under this agreement which are not fulfilled when the agreement is ended, will continue to exist.
- 10.6 On termination of this agreement for any reason, you must return the Equipment and the smart card to Telstra Pay TV. If you do not, Telstra Pay TV may collect the Equipment and the smart card and charge you a reasonable collection fee. Otherwise, Telstra Pay TV will charge you a replacement fee or a recovery fee for the Equipment and smart card. You acknowledge that such fee represents Telstra Pay TV's reasonable costs of recovering or replacing the Equipment and smart card. If Telstra Pay TV chooses to collect the Equipment and the smart card, you must allow Telstra Pay TV or its Authorised Agents reasonable access to your home to remove the Equipment and smart card.
- 10.7 On termination of this agreement for whatever reason, you are responsible for reconnecting your equipment to your open broadcast television outlet or cable.

#### 11 Changing this agreement

- 11.1 If you want to change the place at which your Television Services are provided (for example, you have moved to a new home), please contact Telstra Pay TV on 1800 882 370. Telstra Pay TV cannot guarantee that it will be able to provide the Television Services at the new address. If Telstra Pay TV cannot provide the Television Services to the new address and you subscribe to Television Services for a Term, you must pay Telstra Pay TV the Early Termination Fee if you terminate this agreement before the end of the Term. You may be charged for installing the Equipment and the Facilities at the new address. However, you will be notified of this in advance.
- 11.2 If you want Telstra Pay TV to provide your Television Services at another place in addition to your home, please contact Telstra Pay TV on 1800 882 370. You will be required to sign a separate agreement agreeing to obtain the Television Services from Telstra Pay TV at the additional place, on the same terms and conditions as you obtain Television Services at your home. You also agree to pay the applicable fees as set out in the Pricing Guide.
- 11.3 Telstra Pay TV may change this agreement including the Television Charges and the Pricing Guide, in whole or in part, at any time. Telstra Pay TV will notify you of any change in advance. Your continued subscription to your Television Services will be deemed acceptance of any such change. However, if you do not agree with the change, you may terminate your Television Services without penalty and without incurring the Early Termination Fee.

#### 12 Transferring this agreement

- 12.1 You cannot transfer or try to transfer the right to receive the Television Services, or any other right under this agreement, to anyone else without Telstra Pay TV's consent.
- 12.2 You agree that at any time, Telstra Pay TV may assign the rights under, and novate the benefits of, this agreement to Telstra Corporation and that Telstra Corporation may assume the liabilities and obligations of Telstra Pay TV under this agreement. Telstra Pay TV will notify you if this occurs ("Notice Date"). Telstra Pay TV and you agree and Telstra Corporation acknowledges that with effect from the Notice Date this agreement is terminated and a new agreement is created between Telstra Corporation and you on the same terms and conditions as this agreement except that:
- (a) Telstra Corporation replaces Telstra Pay TV in any capacity under this agreement as if Telstra Corporation was an original party to this agreement instead of Telstra Pay TV; and
- (b) Telstra Corporation has no obligations or liability under this agreement before the Notice Date.
- 12.3 Telstra Corporation is to be bound by the new agreement created under paragraph 12.2 as this agreement relates to Telstra Pay TV and is to enjoy under the new agreement all the rights and benefits conferred on Telstra Pay TV under this agreement. Each reference in this agreement to Telstra Pay TV must be read as a reference to Telstra Corporation.
- 12.4 You acknowledge that nothing in this paragraph 12 or any of the transactions contemplated by this paragraph 12 constitutes a breach of any term or condition of this agreement or an event of default.
- 12.5 Further to paragraph 12.2, you agree that Telstra Pay TV may assign its rights under this agreement to Telstra Corporation's related bodies corporate.

#### 13 Capacity

You promise Telstra Pay TV that you are over 18. If you do not have an existing FOXTEL Contract and if the person who signs the Work Order is not the person named as "You" in the Work Order, that person promises Telstra Pay TV that s/he is over 18 years of age and that he or she is authorised to sign on behalf of the person named as you.

#### 14 Privacy

- 14.1 Personal information concerning your Television Services will be held in a database ("Television Information"). The database will contain your name, date of birth, current and previous address, telephone or mobile numbers, email addresses, occupation, driver's licence number, billing details, household viewing interests, and any other information relating to you, or provided by you in connection with your Television Services. You consent to the access, use and disclosure of this information as set out in paragraph 14.2.
- 14.2 Your Television Information may be accessed, used or disclosed:
- (a) by Telstra Pay TV to perform its obligations to you under this agreement;
- (b) to enable Telstra Pay TV to ensure that you perform your obligations under this agreement;
- (c) by Telstra Corporation, Telstra Corporation's related bodies corporate and Authorised Agents for the purposes of planning, research, product development and promoting and marketing their products and services to you;
- (d) by Authorised Agents who may perform activities on behalf of Telstra Pay TV relating to your Television Services; and
- (e) to an officer of a government law enforcement agency who requires the information in connection with the lawful performance of his/her duty.
- 14.3 Your Television Information will be accessed, used or disclosed by Telstra Pay TV in accordance with Telstra Pay TV's privacy collection statement. You also have certain rights to access your Television Information. You can obtain a copy of Telstra Pay TV's privacy collection statement by contacting 1800 039 059.

- 14.4 If you do not want your Television Information to be used or disclosed by Telstra Corporation, Telstra Corporation's related bodies corporate and Authorised Agents for the purposes set out in paragraph 14.2(c), please contact Telstra Pay TV by mail to Privacy Manager, Locked Bag 5782, Melbourne, Victoria 8100 or by telephone on 1800 039 059 and Telstra Pay TV will ensure that your Television Information is not used for these purposes. You can write to or call Telstra Pay TV at any time even after you have been a Telstra Pay TV customer for some time.

#### 15 Open Broadcast Services

- 15.1 To the extent permitted by law, Telstra Pay TV will provide to you as separate services and without further charge your local commercial television network(s) or station(s), the ABC and the SBS television broadcasts (if broadcast in your area) ("Open Broadcast Services").
- 15.2 The Open Broadcast Services will be provided to you by Telstra Pay TV by retransmitting on cable those open broadcasts. You will not be receiving the Open Broadcast Services directly from the TV broadcaster's equipment.
- 15.3 If for any reason Telstra Pay TV is prohibited from providing to you, or is required to remove or decides to remove any of the Open Broadcast Services, then those services may be immediately terminated in the sole discretion of Telstra Pay TV, and Telstra Pay TV is not liable for any loss or disappointment you may suffer as a result. Termination of those services will not affect the provision by Telstra Pay TV of the Subscription Television Services.

#### 16 Indemnity and limitation of liability

- 16.1 Subject to paragraph 16.2, if the Equipment, smart card or the Facilities become defective at any time, by reason of mistreatment, improper use or breach of this agreement, Telstra Pay TV may arrange to repair or replace such defective Equipment, smart card or the Facilities, but may charge you its reasonable costs, including the replacement value of the Equipment, smart card and/or Facilities.
- 16.2 You must indemnify Telstra Pay TV and Telstra Corporation against any loss, damage, liability, expense, cost or charge arising from or incurred in connection with any fault in the Television Services or damage to the Facilities, the smart card or Equipment due to your negligence or wilful misuse, or any unauthorised use of the Television Service, Equipment, the Facilities or the smart card, or breach of this agreement by you.
- 16.3 You must indemnify FOXTEL against any loss, damage, liability, expense, cost or charge arising from or incurred in connection with the STU due to your negligence or wilful misuse, or unauthorised use, of the STU. Your obligation to indemnify Telstra Pay TV and Telstra Corporation under paragraph 16.2 is reduced to the extent that you are obliged to indemnify FOXTEL under this paragraph 16.3.
- 16.4 Telstra Pay TV accepts liability in relation to the performance of its obligations under or in connection with this agreement, but only to the extent provided in the rest of this paragraph 16.
- 16.5 Telstra Pay TV accepts liability:
- (a) where your Television Services are not supplied with due care and skill;
- (b) where any materials supplied in connection with the Television Services are not reasonably fit for the purpose for which they are supplied; or
- (c) for any negligence by it in relation to your Television Services if that negligence causes property damage, personal injury or death.
- 16.6 The liability of Telstra Pay TV under paragraph 16.5 (including liability for negligence) is limited to:
- (a) in the case of goods supplied in connection with this agreement, the replacement or repair cost of the goods (whichever is the lesser); and
- (b) in the case of services provided in connection with this agreement, the cost of supplying the services again.
- 16.7 Except as expressly provided by this paragraph 16, Telstra Pay TV is not liable in tort (including negligence), contract or otherwise for any direct or indirect loss or damage (including loss of profits or anticipated savings, economic loss or any indirect or consequential damage).
- 16.8 Subject to this paragraph 16, Telstra Pay TV will not be liable for any loss or damage you may suffer resulting directly or indirectly from strikes or labour disputes, a shortage of suitable parts or components, your operation and use of the Equipment or the Facilities, any damage caused to your own equipment arising from the misuse of that equipment, any burn-in suffered to your television monitor, any failure to operate your equipment in accordance with the owner's manuals, any damage caused directly or indirectly by weather or other 'Acts of God', your failure to comply with this agreement or any other cause beyond the reasonable control of Telstra Pay TV.

#### 17 Miscellaneous

- 17.1 Any provision of this agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- 17.2 Telstra Corporation is a party to this agreement but only in respect of paragraphs 12 and 16.2. To that extent only, Telstra Pay TV has entered into this agreement on behalf of Telstra Corporation.
- 17.3 FOXTEL is a party to this agreement but only in respect of paragraph 16.3. To that extent only, Telstra Pay TV has entered into this agreement on behalf of FOXTEL.
- 17.4 Paragraphs 5, 6, 7, 8, 10, 12, 14 and 16 apply after this agreement is terminated.
- 17.5 If you would like a copy of the Australian Subscription Television & Radio Association (ASTRA) Codes of Practice, please contact Telstra Pay TV on 1800 882 370.

#### 18 Explanation of certain words

- Access Service** has the meaning given to it in the PSTS Section of the SFOA.
- Application for Service** means, if you do not have an existing FOXTEL Contract, the form you signed requesting installation of the Television Services.
- Authorised Agents** means the contractors, agents and third-party suppliers with whom Telstra Pay TV enters into agreements from time to time in order to carry out the services pursuant to this agreement on behalf of Telstra Pay TV, and includes FOXTEL and Telstra Corporation.
- Bill** means a consolidated account setting out a statement of charges for your Television Services and may include charges for other services you obtain from Telstra Corporation and/or other persons.
- Billing Cycle** means:
- (a) each month of the Term you subscribe to the Television Services, the first of which commences on the day you first subscribe for the Television Services and continuing until the same day on the following month; or

- (b) each 3 months of the Term you subscribe to Television Services, the first of which commences on the day you first subscribe for Television Services and continuing until the same day on the third following month, as elected by you, with each successive Billing Cycle being of the same duration.

**Broadcast Decoding Device** means a device (including a computer program) that is designed or adapted to enable access to Telstra Pay TV's signals without the authorisation of Telstra Pay TV by circumventing or facilitating the circumvention of the technical means or arrangements that protect access to Telstra Pay TV's signals.

**Early Termination Fee** means the lesser of:

- (a) \$250 (GST inclusive); or
- (b) the sum of the Television Charges for the Essentials Package that would otherwise have been payable (but excluding any applicable Telstra Rewards Packages discount off FOXTEL's standard price for the Essentials Package) calculated from the date of termination to the end of the Term.

**Equipment** means the STU, the remote control, the cabling from the wall-plate to the STU and from the STU to your television or video equipment, and any other equipment added or substituted by Telstra Pay TV under paragraph 5.

**Essentials Package** means the minimum Subscription Television Services required to be purchased by a person who wishes to acquire Television Services from Telstra Pay TV.

**Event** means either a live or prerecorded program that Telstra Pay TV makes available to subscribers from time to time on a pay-per-view basis.

**Facilities** means the equipment and facilities installed to your home to be used to supply the Television Services, including optical fibre, coaxial cable, ducts, conduits and the wall plate, but excluding the Equipment.

**Fixed Service** means a Fixed Telephone Service in respect of which you acquire (and continue to acquire) an Access Service and Local Calls directly from Telstra Corporation.

**Fixed Telephone Service** has the meaning given to it in the Telstra Rewards Packages Section of the SFOA.

**FOXTEL** means FOXTEL Management Pty Limited (ACN 068 671 938). **FOXTEL Contract** means your agreement with FOXTEL Cable Television Pty Ltd (ACN 069 008 797) for the supply of television services that is in force immediately prior to the time Telstra Pay TV supplies you with Television Services.

**GST** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Internet Service** means Telstra *BigPond™* Home, Telstra BigPond Business, Telstra BigPond Broadband ADSL, Telstra BigPond Broadband cable and Telstra BigPond Broadband satellite services which you acquire and continue to acquire directly from Telstra Corporation, but does not include BusNet 10 or Telstra BigPond Direct. More information about Telstra BigPond's services can be found at [www.telstra.com](http://www.telstra.com)

**Local Calls** has the meaning given to it in the PSTS Section of the SFOA. **Mobile Service** means an Eligible Mobile Service as defined in the Telstra Rewards Packages Section of the SFOA.

**Monthly Term** means a month to month term.

**Open Broadcast Services** is as defined in paragraph 15.

**Pricing Guide** means Telstra Pay TV's packaging and pricing guide for the Television Services, which sets out the Television Charges as is amended by Telstra Pay TV from time to time.

**Public Viewing Area** means any public area outside your home and includes, without limitation, licensed and registered clubs, hotels, motels, offices, hospitals and institutional and educational centres.

**Regulatory Event** means:

- (a) a determination by the Australian Competition and Consumer Commission or by the Australian Communications Authority;
- (b) a determination by a court of law; or
- (c) an anticipation by Telstra Pay TV on reasonable grounds acting in good faith, that this agreement, or any part of it, or any action taken or required to be taken in accordance with it, contravenes or may contravene the Trade Practices Act 1974 (Cth) or any other applicable law.

**SFOA** means Telstra Corporation's Standard Form of Agreement which is available at [www.telstra.com.au/sfoa](http://www.telstra.com.au/sfoa)

**STU** means conditional access customer equipment (as defined in Part XIC of the Trade Practices Act 1974 (Cth)) owned and/or leased to FOXTEL (including remote control) appropriate for receiving the Television Services.

**Subscription Television Services** means each and all of Telstra Pay TV's subscription television services selected by you, and which Telstra Pay TV has agreed to supply, from time to time, including the Essentials Package.

**Television Charges** means any installation fees, subscription fees and any other fees or charges relating to your Television Services as set out in the Pricing Guide or as Telstra Pay TV notifies to you from time to time.

**Television Information** is as defined in paragraph 14.1.

**Television Services** means the Subscription Television Services and Open Broadcast Services.

**Telstra Corporation** means Telstra Corporation Limited (ABN 33 051 775 556).

**Telstra Rewards Packages** is the product whose terms and conditions are set out in the Telstra Rewards Packages Section of the SFOA, as amended from time to time.

**Telstra Pay TV** means Telstra Pay TV Pty Limited (ABN 65 095 931 614). **Term** means, if, immediately prior to applying for Television Services with Telstra Pay TV:

- (a) you have a FOXTEL Contract for a fixed term – the period of months you have agreed to under the FOXTEL Contract less the period that has expired under the FOXTEL Contract as at the date that Telstra Pay TV supplies you with Television Services; or
- (b) you do not have a FOXTEL Contract – the period of months you have agreed to in the Work Order and ending on the last day of that period.

**Work Order** means:

- (a) if you do not have a FOXTEL Contract, the form signed by you on or about the date of connection to your Television Services; or
- (b) if you have a FOXTEL Contract, the form signed by you on or about the date of connection to FOXTEL's subscription television services and any changes to the details on this form notified to FOXTEL during the term of the FOXTEL Contract.

**You means** the person named as "you" in the Work Order or your FOXTEL Contract (as the case may be).

**Your home** means the building to which the Television Services and the Facilities will be provided and the land on which that building sits.

**A**

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## Your FOXTEL<sup>†</sup> with Telstra Rewards Package Application Form

If you wish to add FOXTEL to a Telstra Rewards Package, please complete and return this application form to Telstra Atlas, Reply Paid 299, Ballarat VIC 3353.

**Please read the terms and conditions before sending in your application.**

### A. Applicant/Telstra Home Phone Account Holder Details (please print)

Title (*Mr/Mrs/Ms/Miss*)  Surname  First Name

Main Phone Number (  )  Email

Telstra Home Phone Account Number  Date of Birth  /  /   
DD MM YY

(located on the top left hand corner of your bill)

### B. FOXTEL Service Details (please print)

Address where FOXTEL is installed: Street Number  Street Name

Suburb  Postcode

Is the FOXTEL ADSL in the same name as the Home Phone Account?

Yes  Go to Section C.

No  To combine FOXTEL service with your Rewards Package, both services need to be in the same name.

The current FOXTEL Account Holder will need to provide their consent to transfer, by completing and signing the section below.

Current FOXTEL Account Holder:

Title (*Mr/Mrs/Ms/Miss*)  Surname  First Name

I consent for the FOXTEL service currently in my name to be transferred to the applicant listed above.

Signature  Date  /  /   
DD MM YY

### C. Telstra Mobile and Internet Services (please print)

If you would like to combine eligible Telstra Mobile or Telstra *BigPond™* Internet services, that are currently in your name, with your Rewards Package, please complete the following:

Telstra Mobile: Phone Number  Account Number

Telstra BigPond: User name  @bigpond.com

Type of Telstra BigPond Service:

Broadband ADSL  Broadband Cable  Broadband Satellite  Dial-up Home  Dial-up Business

If you would like to transfer a Telstra Home, Mobile or Internet service from another account to your account or add a new service and include it in your Rewards Package, please call us on **1800 882 365** and quote reference number 1395.

### D. Customer Agreement

- ✓ I confirm that all information supplied above is factually correct.
- ✓ I confirm that I have read and fully understood the attached terms and conditions.
- ✓ I understand that final pricing and availability of my FOXTEL with Telstra service will be subject to confirmation by a Telstra consultant.
- ✓ I confirm that I will become/remain the account holder of the FOXTEL service.
- ✓ I understand that my FOXTEL with Telstra service will be included in my Telstra Rewards Package and consolidated on my Single Bill.
- ✓ I understand that Telstra reserves the right to suspend or disconnect any or all of the services on my Single Bill, including FOXTEL, if I do not pay a bill in full by the date for payment.

Signature  Date  /  /   
DD MM YY

<sup>†</sup>Your FOXTEL<sup>†</sup> is the subscription television service provided by Telstra Pay TV Pty Limited (ABN 65 095 931 614). FOXTEL Cable Television Pty.Ltd. ABN 45 069 008 797.

FOXTEL and the FOXTEL logo are trade marks of Twentieth Century Fox Film Corporation and are used under licence.

<sup>™</sup> Trade mark of Telstra Corporation Limited ABN 33 051 775 556

**C**

**A**

Moisten here

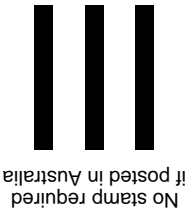


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**B**

Moisten here

**C**



No stamp required if posted in Australia



Telstra - Atlas  
Reply Paid 299  
BALLARAT VIC 3353

Delivery Address:  
PO Box 299  
BALLARAT VIC 3353



TO RETURN THIS FORM ONCE COMPLETED

Step 1: Tear off Application Form along perforation line.

Step 2: Moistened edges where indicated.

Step 3: Fold **C** over to meet **B** (do not staple).

Step 4: Fold **D** to meet **A** (do not staple).

Then return this envelope to the address marked.

No postage is required if mailed within Australia.

TELSTRA PAY TV SUBSCRIPTION TELEVISION TERMS AND CONDITIONS (CABLE)

1 General

- 1.1 This agreement sets out the terms and conditions on which you agree to acquire (and continue to acquire) Television Services from Telstra Pay TV.
1.2 These terms and conditions, the Pricing Guide, your Work Order (if applicable), your Application for Service (if applicable), and relevant provisions of the Telstra Rewards Packages terms and conditions contain the entire agreement of the parties with respect to their subject matter.
1.3 Subject to clause 1.4, Telstra Pay TV will supply Television Services to you on condition that you are a customer of Telstra Rewards Packages.
1.4 If you cease to be a customer of Telstra Rewards Packages:
(a) in order to continue to be supplied with Television Services by Telstra Pay TV you must continue to acquire at least one Fixed Service, Mobile Service or Internet Service from Telstra Corporation; and
(b) you will not be entitled to a Telstra Rewards Packages discount on your Television Services.
1.5 If, at any time, you cease acquiring at least one Fixed Service, Mobile Service or Internet Service from Telstra Corporation, Telstra Pay TV will stop supplying you with Television Services.
1.6 To the extent that any of paragraphs 1.3 to 1.5 are inconsistent or conflict with any other paragraph of this agreement, paragraphs 1.3 to 1.5 will prevail.
1.7 For Telstra Pay TV to carry out its obligations under this agreement, you acknowledge that Telstra Pay TV may appoint Authorised Agents as its agents to perform some of its obligations under or in connection with this agreement.

2 Term

- 2.1 You agree to subscribe to Television Services from Telstra Pay TV for either a Term or a Monthly Term. You may subscribe for a Monthly Term if you had a FOXTEL Contract that was on a Monthly Term, otherwise you must subscribe for a Term.
2.2 On expiry of the Term, Telstra Pay TV will provide Television Services for a Monthly Term on the terms and conditions set out in this agreement.

3 Provision of Television Services

- 3.1 Telstra Pay TV will use reasonable skill and care in providing the Television Services.
3.2 Telstra Pay TV may vary content or transmission times of the Television Services, or stop providing one or more channels comprising the Television Services without notice.
3.3 Telstra Pay TV is not liable for any loss or disappointment you may suffer as a result of the exercise of Telstra Pay TV's rights under paragraph 3.2.
3.4 The Television Services are provided for private use only.
3.5 Subject to copyright laws, you must not copy any of the Television Services or split, redirect, redistribute or otherwise offer or supply any of the Television Services to any other place outside your private residence or to any person or entity, without Telstra Pay TV's written consent.
3.6 You must not:
(a) use any of the Television Services in a Public Viewing Area;
(b) connect any of the Television Services to any television or monitor in a Public Viewing Area (whether directly or indirectly by means of any device or otherwise);
(c) use or authorise the use of a Broadcast Decoding Device; or
(d) duplicate, alter, retransmit or redistribute any of the Television Services in any way, including but not limited to via the Internet.
3.7 If you breach paragraph 3.6, Telstra Pay TV reserves the right to terminate your Television Services without notice.
3.8 Telstra Pay TV aims to provide you with first-class service in all matters relating to the provision of your Television Services. To enable this to be achieved, your telephone calls to Telstra Pay TV or any of its Authorised Agents may be monitored to ensure that all such calls are handled with expedition, efficiency and courtesy.
3.9 You may suspend your receipt of the Television Services once in any 12-month period for a minimum of 1 month and a maximum of three months from the requested date, subject to payment of any fee and any outstanding balance on your Bill. You must provide a reactivation date to Telstra Pay TV at the time of the requested suspension. You authorise Telstra Pay TV to automatically reactivate your Television Services from the reactivation date and, if you pay for your Television Charges via direct debit from your bank, you authorise Telstra Pay TV to automatically recommence deducting your Television Charges from your account from the reactivation date. Your Term will be extended by the period of the suspension.
3.10 Telstra Pay TV may pay a commission to any person who introduces you to Telstra Pay TV.

4 Upgrades/Downgrades

- 4.1 You may upgrade or downgrade your Subscription Television Service by telephoning Telstra Pay TV on 1800 882 370. For the avoidance of doubt, if you downgrade your Subscription Television Service, you must still continue to acquire at least the Essentials Package from Telstra Pay TV.
4.2 If you decide to upgrade your Subscription Television Service, you will be charged the increased Television Charges from the date you nominate as the date of your upgrade to the date of a subsequent downgrade. These charges will be included on your Bill.
4.3 You may, subject to availability and the following conditions, upgrade to:
(a) the following Subscription Television Services by calling 1800 882 370:
(i) ADULTS ONLY - Adults Only programming is rated R. A parental lock facility is available; and/ or
(ii) SPORTS PLUS - Refer to the Pricing Guide for package pricing. Options: (1) Advance pass: the up-front payment is non-refundable and non-transferable. Automatic renewal to the 12-month pass will apply from the anniversary of the AFL season unless you tell us prior that you do not wish to renew. (2) 12-month pass: Automatic renewal of your 12-month pass will apply from the anniversary of the AFL season or booking, whichever is the later, unless you tell us prior you do not wish to renew. A \$20 cancellation fee applies if you cancel the 12-month pass. (3) Season pass: Automatic renewal of your season pass will apply from the anniversary of the AFL season or booking, whichever is the later, unless you tell us prior you do not wish to renew. A \$20 fee applies if you cancel the season pass. (4) Monthly pass: month-by-month subscription;
(b) ADULTS ONLY (nightly) on a pay per view basis by calling 131 999. Adults Only programming is rated R. A parental lock facility is available; and
(c) MAIN EVENT by calling 131 999. Prices for the Events are set out in the Magazine and at www.foxtel.tv. Cancellations will only be accepted if received by 11pm (AEST) on the day prior to the broadcast of the Event. To be eligible for the early booking price as advertised in the Magazine and at www.foxtel.tv, you must book more than five days before the first broadcast of the Event.

The Event(s) are subject to change. Telstra Pay TV reserves the right to cancel one or more of the Event(s).

5 Equipment

- 5.1 Telstra Pay TV permits you to use the Equipment only in accordance with the terms and conditions of this agreement. You do not own the Equipment. Telstra Pay TV may add or substitute the Equipment at its absolute discretion. You must not remove any marking on the Equipment. You may only use the STU remote control in relation to the STU.
5.2 If you do not have an existing FOXTEL Contract when you sign the Work Order, you acknowledge that the work detailed on the Work Order was carried out to your satisfaction, that the Equipment, the smart card and the Facilities were in working order at the date of installation and that you approve the quality of reception of the Television Services.
5.3 If you have an existing FOXTEL Contract, you acknowledge that the Equipment, the smart card and the Facilities are in working order and that you approve the quality of reception of the Television Services.
5.4 You must provide a suitable place and conditions for the Equipment. You must keep the Equipment in good and useable condition at all times (fair wear and tear excepted) until returned to, or collected by, Telstra Pay TV.
5.5 You must not connect more than one television set to any outlet installed by Telstra Pay TV.
5.6 Only Telstra Pay TV can authorise the removal, repair or maintenance of the Equipment. No person (including you) is allowed to remove the Equipment or repair, maintain or interfere with or make connections or disconnections to the Equipment, including in relation to fly cables, the STU location, STU set up parameters or STU channel number frequency parameters, without prior authorisation from Telstra Pay TV. You must not damage or abuse the Equipment.
5.7 You must, as soon as possible, notify:
(a) Telstra Corporation on 1800 882 370 of any changes to the details in the Work Order; and
(b) FOXTEL on 131 999 if there is any problem with the Equipment or Facilities, or if the Equipment or Facilities are damaged, stolen, lost, destroyed, or interfered with in any way.

6 Facilities

- 6.1 Telstra Pay TV will install the Facilities to your home and maintain those Facilities while you receive your Television Services. Telstra Pay TV may engage agents to perform these obligations. You will be liable for the cost of any third-party services that may be required in connection with the installation of the Facilities to your home (for example, plumber or electrician). Telstra Pay TV or its Authorised Agents will notify you if those services are required.
6.2 Telstra Pay TV or its Authorised Agents will agree with you the date on which the Facilities will be installed. Telstra Pay TV or its Authorised Agents will try to keep to the agreed date, but neither Telstra Pay TV nor its Authorised Agents will be liable for any loss you may suffer if it fails to do so. If you require Telstra Pay TV to reschedule your proposed installation date more than twice without giving reasonable notice, then Telstra Pay TV or its Authorised Agents may charge you a fee as set out in the Pricing Guide and Telstra Pay TV will be entitled to terminate this agreement without any further liability to you.
6.3 Telstra Pay TV or its Authorised Agents will try to install the Facilities to your home in the way you would like but, for technical and commercial reasons, Telstra Pay TV has the final decision on installation, for example, the position of any connection point or cables.
6.4 Telstra Pay TV cannot guarantee that the Facilities will be fault-free. If you experience a problem with the Facilities, you should report it by telephoning 131 999. If you report a fault and Telstra Pay TV or its Authorised Agents find there is no fault or the fault was not caused by Telstra Pay TV or its Authorised Agents, Telstra Pay TV may charge you for any work it has done to try to find the fault or repair it.
6.5 You must provide Telstra Pay TV or its Authorised Agents with safe access to your home, including after the termination of the Television Services, to install, maintain, use, remove, repair or replace the Equipment and Facilities. You promise Telstra Pay TV that you are the owner of your home or are the lawful occupier of it and that you have obtained any necessary permissions and authorisations to allow Telstra Pay TV to install, maintain and remove the Facilities.
6.6 If you suffer financial loss or damage in relation to your home because of anything done by Telstra Pay TV or its Authorised Agents in the installation, maintenance or removal of the Facilities, compensation may be payable to you under clause 42 of Schedule 3 of the Telecommunications Act 1997.
6.7 You must indemnify Telstra Pay TV or its Authorised Agents against any liability Telstra Pay TV may incur to any person with an interest in your home in connection with the installation, maintenance or removal of the Facilities.
6.8 You must meet the reasonable requirements of Telstra Pay TV or its Authorised Agents about the safety of its installation, disconnection and maintenance personnel in your home.
6.9 You authorise Telstra Pay TV or its Authorised Agents, on your behalf, to arrange with a third party to disconnect your Television Services from any network operated by a third party, any service or cable provided to your home.
6.10 You may be charged the costs of removal if you require Telstra Pay TV to remove any part of the Facilities. Subject to paragraph 6.6, Telstra Pay TV is not obliged to repair any damage to your home or property caused by the removal of the Facilities.
6.11 You may be charged a fee by Telstra Pay TV if you require any part of the Facilities or Equipment to be relocated.
7 Ownership and Use of the Facilities
7.1 The Facilities and the smart card do not belong to you. You must ensure that no damage is done to any Facilities or to the smart card, except for fair wear and tear.
7.2 You must not use or permit anyone else to use any Facilities or the smart card without the permission of Telstra Pay TV. Telstra Pay TV permits you to use the Facilities and the smart card to receive Television Services from Telstra Pay TV in accordance with this agreement.
7.3 You must not remove any marking on the Equipment, smart card or Facilities.
7.4 You must provide a suitable place and conditions for the Facilities. You must provide electricity and power points for the Facilities and Equipment at your own expense.
7.5 If you do not own your home, you must use your best endeavours to ensure that the owner of your home complies with this agreement, and you must notify the owner of the terms of this paragraph 7. If your home is sold, you must use your best endeavours to ensure that the purchaser agrees to observe the terms of paragraph 7 (including this paragraph 7.5) of this agreement. In particular, you must notify the purchaser that the Facilities are not your property. This paragraph 7.5 applies to the first and any subsequent sale.

8 Charges and Payment

- 8.1 The Television Charges relate to your Subscription Television Services only. If you are being supplied the Open Broadcast Services, these are supplied to you at no further charge.
8.2 Telstra Pay TV can change its Television Charges at any time. Telstra Pay TV will give you at least 4 weeks advance notice of any change in your Television Charges. Your continued subscription to the Television Services will be taken to be acceptance of any such change. If you do not agree with the change in Television Charges, you may terminate your Television Services before the effective date for the change in Television Charges, in which case you will not be charged the Early Termination Fee.
8.3 You must pay Telstra Pay TV the Television Charges for which you are liable and that are set out in the Pricing Guide. Telstra Pay TV's records are sufficient evidence of the amount payable by you unless they are shown to be incorrect.
8.4 You acknowledge that Telstra Corporation, as Telstra Pay TV's agent, will issue a Bill to you for your Television Charges on a regular basis, and may issue an interim Bill at any time.
8.5 You agree to pay Telstra Corporation, as agent for Telstra Pay TV, the Television Charges that are set out in your Bill. Telstra Pay TV may round off the Television Charges to the nearest whole cent (0.5 cents will be rounded up). If the amount payable in a Bill is not a multiple of 5 cents the amount may be rounded down by Telstra Pay TV to the nearest multiple of 5 cents.
8.6 If an amount remains unpaid after the due date on the Bill:
(a) Telstra Pay TV may:
(i) suspend or limit your Television Services until the payments have been made; and/or
(ii) disconnect your Television Services;
(b) you are liable to pay an administrative fee. The amount of the fee payable by you will be notified by Telstra Pay TV to you from time to time on your Bills or by another means of notification. Telstra Pay TV may choose to waive the administrative fee in its absolute discretion; and
(c) you are liable to pay interest on that amount until it is paid in full. The rate of interest is the Reserve Bank's Official Cash Rate (as published in The Australian Financial Review) plus 5% per annum.
8.7 If your Television Services are cancelled, suspended or disconnected, you remain liable for liabilities incurred before the cancellation, suspension or disconnection.
8.8 If Telstra Pay TV suspends or disconnects your Television Services, Telstra Pay TV may reconnect you upon payment of any outstanding amounts. However, if Telstra Pay TV agrees to reconnect your Television Services, you will be required to pay your Television Charges in accordance with paragraphs 8.3 and 8.5 and you may be required to pay a reconnection fee. In the case of reconnection pursuant to this paragraph, this agreement will continue in force as if your Television Services had not been interrupted.
8.9 Telstra Corporation, as agent for Telstra Pay TV, will make every endeavour to bill charges incurred during a Billing Cycle on the first Bill issued to you after the end of that Billing Cycle. However, where this is not possible, Telstra Pay TV reserves the right to include charges incurred during a Billing Cycle on the second or any subsequent Bill issued to you after the end of that Billing Cycle.
8.10 If you have a credit balance of \$5 or less in any Telstra Pay TV account, that amount will only be forwarded to you if you make a request in writing.
8.11 If any amount payable by Telstra Pay TV to you is not paid because:
(a) Telstra Pay TV is unable to locate you; or
(b) you have been notified by Telstra Pay TV but have not claimed the relevant amount; or
(c) you are otherwise unable to be paid by Telstra Pay TV, and is not claimed by you within 360 days from the due date, that amount ceases to be owed by Telstra Pay TV except on demand by you.
8.12 If GST is imposed on any supply made by Telstra Pay TV under this agreement, you must pay to Telstra Pay TV, in addition to any GST exclusive consideration payable, or to be provided, by you under this agreement for the supply, an additional amount for the supply calculated by multiplying the prevailing GST rate by the GST exclusive consideration for the relevant supply payable, or to be provided, (without any deduction or set-off) under this agreement. Any amount payable by you under this paragraph is payable upon demand by Telstra Pay TV whether such demand is by means of an invoice or otherwise.
8.13 To the extent permitted by law, any proceedings by you for relief on the basis that:
(a) the Television Charges on your Bill are allegedly incorrect on any basis whatsoever, can only be brought if filed within 12 months of the due date for payment of that Bill; or
(b) you should have received a refund of any alleged overpayment can only be brought if filed within 12 months of the date of the alleged overpayment.

9 If you breach this agreement

- 9.1 In addition to any other rights it may have against you pursuant to this agreement, Telstra Pay TV can suspend or terminate its obligations under this agreement at any time by prior notice to you if:
(a) you breach any of the terms or conditions of this agreement; or
(b) Telstra Pay TV believes that the Television Services are being used in a way forbidden by this agreement; or
(c) Telstra Pay TV forms the view on reasonable grounds that you have engaged in conduct that is unlawful or causes genuine distress to any member of Telstra Pay TV's staff or representatives or Authorised Agents in connection with this agreement; or
(d) a Regulatory Event occurs.
9.2 If Telstra Pay TV suspends its obligations under paragraph 9.1 and the suspension continues for at least 30 days, Telstra Pay TV may terminate its obligations under this agreement by notice to you.
10 Ending this agreement
10.1 Either you or Telstra Pay TV can terminate this agreement during the Term or Monthly Term by notice to the other party.
10.2 In addition to any other rights Telstra Pay TV may have against you pursuant to this agreement, if you subscribe to Television Services for a Term and if before the end of the Term, this agreement is terminated under paragraphs 9.1(a), 9.1(b) or by you under paragraph 10.1 and you do not within four weeks acquire services equivalent to the Television Services from FOXTEL, you must pay Telstra Pay TV the Early Termination Fee.
10.3 On termination of this agreement, you must pay your Television Charges in full for the current Billing Cycle in accordance with paragraph 8 on a pro rata basis to the date you stop receiving the Television Services. You must also pay any other fees or charges (including any applicable Early Termination Fee) for which you are liable to the date you stop receiving the Television Services.