

Foxtel Broadband & Home Phone Agreement

General Terms

1 Our Agreement

1.1 When this Agreement applies

This Agreement is our standard form of agreement that sets out the terms on which we supply Foxtel Broadband, Foxtel Home Phone and Foxtel Supplied Equipment to you.

Your Foxtel TV is supplied under a separate agreement known as the Foxtel Residential Subscription Television Agreement.

1.2 Documents comprising this Agreement

This Agreement comprises the following documents:

- your Application (which also describes your cooling off rights under the Australian Consumer Law);
- this General Terms document (and any Foxtel policies referenced in these General Terms);
- the Service Description for each Service you have chosen to receive (including any applicable Bundle Terms and Extra Terms);
- the Foxtel Broadband & Home Phone Price Guide;
- the Warranty Statement that applies to any Foxtel Supplied Equipment you have chosen to receive; and
- any Work Orders that you have accepted.

If there is an inconsistency between any of the terms of our Agreement, the terms of those documents higher in the above list prevail over those lower in the above list to the extent of the inconsistency.

If there is an inconsistency between any of the terms of this Agreement in connection with the operation of a Bundle and any terms of the Foxtel Residential Subscription Television Agreement, then the terms of this Agreement prevail to the extent of the inconsistency.

1.3 Current version of this Agreement

A copy of the current version of this Agreement is available on the Foxtel Website. You can also obtain a copy of the current version of this Agreement by contacting us.

1.4 Contacting us

You can contact us by:

- calling us on 131 999; or
- emailing us at enquiries@foxtel.com.au; or
- writing to us at PO Box 612, Moonee Ponds VIC 3039.

If you need to give us a notice under this Agreement, you must do so by using one of the above methods (except where this Agreement requires you to give us a particular notice by a particular method, in which case you must do so by using that method).

We will promptly notify you of any changes to our contact details.

1.5 Contacting you

We can contact you by:

- calling you on the telephone number you most recently provided to us; or

- sending you an SMS on the mobile telephone number you most recently provided to us; or
- emailing you at the email address you most recently provided to us; or
- writing to you at the postal address you most recently provided to us; or
- publishing a notice on the Foxtel Website.

If we need to give you a notice under this Agreement, we will do so by using one (or a combination) of the above methods.

You must promptly notify us of any changes to your contact details.

1.6 Changes to this Agreement

We may change any term of this Agreement at any time and for any reason. We can do this without your permission, but you have certain rights if we do so.

If we change this Agreement and that change could not be reasonably expected to adversely affect you, we will notify you of that change within a reasonable period after we make it by publishing a notice on the Foxtel Website or giving you notice using any of the other contact methods listed in clause 1.5.

If we change this Agreement and that change could be reasonably expected to adversely affect you, we will give you at least 21 days prior notice of that change by publishing a notice on the Foxtel Website or giving you notice using any of the other contact methods listed in clause 1.5. However, if any change is:

- due to circumstances outside of our reasonable control such as changes in law (including changes to taxes or credit card fees); or
- due to changes to agreements with our Suppliers (including new charges or increases to charges imposed on us); or
- for security or protection of network integrity reasons,

then we will give you as much prior notice as is reasonably practicable in the circumstances, which may be less than 21 days.

If we change this Agreement and that change could be reasonably expected to adversely affect you (other than in a minor way or if due to a change in law), you may cancel any of your Services that are affected by that change in accordance with clause 2.10, provided that you notify us of your intention to do so within 42 days after we publish or you receive our notice regarding that change. If you cancel in this way, you won't need to pay any Early Termination Fees that may otherwise be payable.

Examples of changes that may have a minor impact on you are small increases in charges and the withdrawal of minor service features.

2 How this Agreement starts and ends

2.1 When this Agreement starts

This Agreement starts when we accept your Application that you submit to us, whether in writing, by phone or online.

2.2 How we assess your Application

After we receive your Application, we will decide whether to accept or reject it. We may undertake a credit assessment of you as part of this process.

We may reject your Application if:

- you do not meet our eligibility;
- you do not meet our credit criteria;
- you have not provided satisfactory proof of your identity;
- any of the Services you have applied to receive are not available at your Home; or
- we cannot otherwise supply any of the Services you have applied to receive for commercial, operational or technical reasons.

We may also reject your Application on other reasonable grounds. There may be additional reasons specific to a Service, which will be set out in the Service Description for that Service.

We will notify you of our decision to accept or reject your Application. If we reject your Application, we will also notify you of the nature of our reasons for doing so. This Agreement will automatically end after we have notified you of the nature of our reasons for rejecting your Application.

You must ensure that all information provided in your Application, including your telephone number, is correct and up to date. You will be liable for costs incurred by you as a result of providing incorrect information in your Application.

2.3 When we will start supplying your Services

We will use our best efforts to start supplying each of your Services:

- within the timeframe set out in the Service Description for that Service; or
- if no timeframe is specified, within a reasonable period after we accept your Application.

We rely on our Suppliers to supply your Services and this may affect when we can start supplying them to you.

Where you have chosen to receive two or more Services, we may start supplying them at different times.

2.4 Minimum Term

You agree to receive each of your Services for the Minimum Term that applies in respect of that Service as agreed in your Application, subject to any changes permitted under this Agreement. Please refer to the relevant Service Description for further details.

If you receive any of your Services as part of a Bundle, you agree to receive each of those Services for the Minimum Term that applies in respect of that Bundle as agreed in your Application, subject to any changes permitted under this Agreement. Please refer to the relevant Bundle Terms for further details.

2.5 When the Minimum Term starts

The Minimum Term for your Service starts on the date we activate and start supplying that Service to you.

If you receive any of your Services as part of a Bundle, the Minimum Term for the Bundle starts on the date we activate and start supplying the first Service that forms part of that Bundle to you, subject to any changes permitted under this Agreement.

2.6 Early Termination Fees

If, during the Minimum Term of a Service, you cancel that Service or we stop supplying that Service to you for a reason caused by you, you must pay the Early Termination Fee for that Service, unless this Agreement provides otherwise.

The maximum Early Termination Fee that applies in respect of each Service is set out in the Price Guide. The Early Termination Fee will be the maximum amount at the start of the Minimum Term for that Service. The Early Termination Fee decreases by equal instalments each month (pro-rated for part months, if required) that you remain on the Minimum Term for that Service.

You don't need to pay the Early Termination Fee:

- in the circumstances described in clause 1.6; or
- if you are cancelling because:
 - we have told you that you are not able to move your Services to your new residential address;
 - we have breached this Agreement and haven't remedied that breach within a reasonable period of time after you notified us of that breach;
 - we become (or appear likely to become) bankrupt or insolvent; or
 - you are required to do so by law.

2.7 After the Minimum Term ends

After the Minimum Term of a Service ends, we will continue supplying that Service to you in accordance with this Agreement on a month-to-month basis.

2.8 When we can temporarily restrict or suspend supply of your Services

We can temporarily restrict or suspend supply of any or all of your Services (excluding emergency call services) if:

- you fail to pay your bill by the Payment Date, except any disputed amount in your bill where you have raised a Billing Dispute about that amount and it has not been resolved;
- you otherwise breach this Agreement (including any term of any Foxtel policy referenced in these General Terms) and don't remedy that breach within a reasonable period of time after we notify you of that breach and the steps you must take to remedy that breach;
- you die or become (or appear likely to become) bankrupt;
- you, or we reasonably believe that you,:
 - pose an unacceptably high credit risk for us;
 - have been verbally or physically abusive, threatening or inappropriate, or have acted in a bullying or harassing way, in respect of our Personnel;
 - have made multiple complaints without a reasonable basis for doing so and you continue to make such complaints after we have made reasonable efforts to notify you to stop;
 - have engaged in unlawful or fraudulent conduct in connection with the supply of any of your Services; or
 - are causing or contributing to the existence of a risk or threat to the security or integrity of your Services, any other customer's Foxtel services, the Foxtel Network or any Supplier Network;
- it is necessary to do so to rectify any fault, perform any Foxtel Network Maintenance or Supplier Network

Maintenance or for any other operational or technical reason;

- it is (or we reasonably believe it is likely to become) unlawful for us to supply any of your Services to you;
- we are required to do so by law or to comply with (or to manage our compliance with) a notice, order, direction or request of a Regulator or emergency services organisation; or
- we cannot supply any of your Services:
 - due to an emergency;
 - because we are unable to obtain supply of any goods or services from any of our Suppliers and this prevents or restricts us from supplying any of your Services to you in accordance with this Agreement; or
 - due to an event or circumstance beyond our reasonable control.

Before we restrict or suspend your services, we will use our best efforts to give you at least 5 business days prior notice of this proposed action, including the reason why we are taking this action, the impacts of this action on you and (if applicable) the steps you need to take for us to stop the restriction or suspension. Otherwise, if permitted by law, we will notify you as soon as reasonably practicable after the start of the restriction or suspension.

If you don't agree with the reason why we have restricted or suspended any of your Services, you can notify us and we will review that decision and notify you of the outcome of that review. If we don't complete the review at the time of your request, we will notify you when we expect to have done so.

We will lift the restriction or suspension as soon as possible after the reason for the restriction or suspension no longer applies and (if applicable) you have taken the steps described in our notice.

We can, at any time, change a restriction to a suspension (and vice versa) by notifying you.

2.9 When we can cancel your Service

At any time, including during the Minimum Term of a Service, we can cancel and stop supplying a Service to you if:

- we have suspended or restricted supply of that Service in accordance with clause 2.8 for a reason caused by you and you have not taken the steps described in our notice within a reasonable period of time, by giving you at least 5 business days notice; or
- we have suspended or restricted supply of that Service in accordance with clause 2.8 for more than 15 continuous days (regardless of the reason for the suspension or restriction), by giving you at least 15 days notice; or
- we are required to do so by law or to comply with (or to manage our compliance with) a notice, order, direction or request of a Regulator or emergency services organisation, immediately without notice.
- we have a right to cancel that Service under the Service Description for the Service.

After the Minimum Term for a Service has ended, we can also cancel and stop supplying that Service to you by giving you at least 30 days notice.

2.10 How you can cancel your Service

You can cancel any or all of your Services by notifying us, in which case:

- we will stop supplying each cancelled Service immediately after the end of the Bill Period in which you made your request to cancel, or at such other time as provided in the Service Description for a Service;
- you will be liable to pay all fees for each cancelled Service up to (and including) the date on which we stop supplying that cancelled Service; and
- you may have to pay the Early Termination Fee for each cancelled Service in accordance with clause 2.6.

2.11 After we stop supplying all of your Services

After we stop supplying all of your Services, we will calculate the amount of your outstanding fees or credit on your Account, including Early Termination Fees (if applicable).

If you owe us any outstanding fees and have been paying by EasyPay, you authorise us to deduct that amount from your nominated bank, credit union or credit card account. Otherwise, we will issue you a bill for that amount and you must pay that bill within 14 days after receiving it.

If you have credit on your Account, we will refund that amount to you after we have calculated and deducted all outstanding fees on your Account.

If requested by us, you must promptly disconnect any connections made by you or on your behalf to the Foxtel Network and any Supplier Network in connection with the supply of your Services, and comply with any of our instructions in this regard.

2.12 When this Agreement ends

This Agreement will end immediately after:

- we have stopped supplying all of your Services; and
- you have paid us all of your outstanding fees for all of your Services or we have refunded you any credit in relation to your Services.

If this Agreement ends for any reason, we may delete all of your data from any storage media. You are responsible for backing up your data.

2.13 Cooling-off rights

You may have certain cooling off rights under the Australian Consumer Law. These rights are described in your Application. If you have any questions about these rights, please contact us.

3 Setting up and receiving your Service

3.1 Installation options

Equipment needs to be installed in your Home so you can receive your Services. Details of the equipment required to receive a Service are set out in the Service Description for that Service.

You can choose to:

- buy the equipment from us, where we offer to supply such equipment (in which case, it is regarded as 'Foxtel Supplied Equipment' for the purposes of this Agreement); or
- except for certain Services (as indicated in the Service Description for those Services), use your own equipment (in which case, it is regarded as 'Customer Supplied Equipment' for the purposes of this Agreement).

If you choose to buy equipment from us, where we offer to supply such equipment, you can choose to:

- install that equipment yourself or arrange for a third party installer to do it for you (in which case, clause 3.2 applies); or
- ask us to install that equipment for you (in which case clause 3.3 applies).

We will not install any Customer Supplied Equipment for you. If you choose to use your own equipment, you must install it yourself or arrange for a third party installer to do it for you (in which case, clause 3.2 applies).

3.2 Self or third party installations

If you choose to install the equipment yourself, or arrange for a third party installer to install the equipment for you, you must do so strictly in accordance with our instructions and any instructions supplied by the manufacturer of that equipment.

If you choose to arrange for a third party installer to install the equipment for you, you will be responsible for their acts and omissions in connection with that work. You will also be responsible for paying any fees that may be imposed by them.

In either case, we are not responsible for the performance of the installation work.

3.3 Installations performed by Foxtel

If you ask us to install the Foxtel Supplied Equipment for you, we will give you a Work Order containing a description of the work we propose to do for you and the estimate of our fees for performing that work.

If you ask us to proceed, we will perform the work in accordance with the Work Order and you agree to pay us the applicable fees.

After we complete the work, you (or any person over 18 years of age that you nominate to be present at the installation) are required to sign the Work Order. When you sign the Work Order you acknowledge that you have received this Agreement and that the Foxtel Supplied Equipment is functioning to your satisfaction and that you are satisfied that we have performed the work in accordance with the Work Order.

Any installation work performed in connection with your Services will be taken to have been performed by us under this Agreement, unless we advise you otherwise.

3.4 Approvals, authorisations, consents and permissions

You are responsible for obtaining all approvals, authorisations, consents and permissions that may be necessary for:

- you to receive your Services and exercise your rights and perform your obligations under this Agreement;
- us to supply your Services and exercise our rights and perform our obligations under this Agreement; and
- our Suppliers to supply their goods and services to us and exercise their rights and perform their obligations under their supply agreement with us, including installing customer cabling.

If you live in a unit, apartment or townhouse, this may include obtaining approvals, authorisations, consents and permissions from the owner's corporation. If you are renting, this may include obtaining approvals, authorisations, consents and permissions from your landlord. We may also notify you of any other approvals, authorisations, consents and permissions you are responsible for obtaining under this clause.

If you fail to comply with your obligations under this clause, we will not be liable for any failure to perform any of our obligations in connection with the supply of your Services to the extent caused or contributed by your failure to comply with your obligations under this clause. If we or our Supplier attend at your Home and are not able to complete the work because of

your failure to comply with the obligations under this clause, we will charge you the incorrect call out fee specified in the Price Guide.

3.5 Cooperation

You must cooperate with us and provide us with all necessary information (and ensure such information is accurate, complete, up-to-date and not misleading) to allow us to supply your Services and exercise our rights and perform our obligations under this Agreement. You must also cooperate with our Suppliers to allow them to supply their goods and services to us and to exercise their rights and perform their obligations under their supply agreement with us.

If you fail to comply with your obligations under this clause, we will not be liable for any failure to perform any of our obligations in connection with the supply of your Services to the extent caused or contributed by your failure to comply with your obligations under this clause.

3.6 Access to your Home

We may need to access your Home to supply your Service and exercise our rights and perform our obligations under this Agreement. Our Suppliers may also need access to your Home to supply their goods and services to us and to exercise their rights and perform their obligations under their supply agreement with us. You must provide us and our Suppliers with safe, sufficient and timely access to your Home for these purposes. If we have agreed a time or period of time in which we or our Suppliers can access your Home, you (or another person over the age of 18 years who is authorised by you) must be there to provide us or our Suppliers with access to your Home.

If you fail to comply with your obligations under this clause, we will not be liable for any failure to perform any of our obligations in connection with the supply of your Services to the extent caused or contributed by your failure to comply with your obligations under this clause. If you (or another person over the age of 18 years who is authorised by you) are not in attendance then we will charge you the incorrect call out fee specified in the Price Guide.

3.7 Continuing access to your Home by NBN Co Limited and its personnel

If any part of the NBN is installed at your Home, you must provide NBN Co and its personnel with safe, sufficient and timely access to your Home for so long as you own, control or occupy it for any purpose in connection with the NBN, including for NBN Co to supply services, perform works or exercise its rights or perform its obligations under the terms on which NBN Co supplies its services to its customers.

4 Using your Services

4.1 Your use

You must only use your Services lawfully and in accordance with this Agreement, for your personal, domestic or household use.

You must only use the Services in compliance with the Foxtel Fair Use Policy.

You must not use or attempt to use your Services:

- in any way that is unlawful, to break any law, to damage any property, to injure any person, to menace or harass any person, to incite hatred against any person, or infringe any other person's intellectual property or other rights;

4 General Terms

Effective from 2 February 2015



- to transmit, publish or communicate material that is illegal, defamatory, offensive, abusive, indecent, menacing or unwanted (or promote others to engage in such acts);
- to send excessive unsolicited data to third parties or for any purpose that may result in a virus, worm, trojan or similar program being sent;
- to access, host or send any 'prohibited content', as that term is defined in the *Broadcasting Services Act 1992* (Cth);
- in any way that might:
 - expose us or any of our Suppliers to liability or the risk of legal or administrative action, including prosecution under any law, or bring us or any of our Suppliers into disrepute;
 - damage the Foxtel Network or any Supplier Network; or
 - cause interruption, interference or degradation in the performance of your Services, any other customer's Foxtel services, the Foxtel Network or any Supplier Network.

You must not interfere with the normal operation of, or make unsafe, the Services, the Foxtel Network or any Supplier Network. You must not access or interfere with any network, system, equipment or facility that is owned, operated or controlled by any of our Suppliers, unless you are authorised to do so.

You must not establish, maintain or permit a connection to the Foxtel Network or any Supplier Network that is prohibited by or does not meet the requirements of any technical or interconnection standards made by a Regulatory Authority, unless such connection is made in accordance with a connection permit issued under an applicable law.

You must comply with all directions given by a Regulator and all reasonable directions given by us in connection with your Services. You must also comply with all reasonable directions given by us to comply with any requirements of our Suppliers in connection with the supply or use of your Services.

4.2 Responsibility for use by others

If you allow any other person to use your Services, you must ensure that they comply with this Agreement as if they were you. You will be responsible to us for any use of your Services by any other person. You must ensure that minors (persons under 18 years of age) are supervised by a responsible adult at all times when using the Services.

You are responsible for all fees incurred through the use of your Services, regardless of whether such usage was authorised by you. You must advise us immediately if you suspect there has been any unauthorised use of your Services.

4.3 Foxtel Network Optimisation

Foxtel will manage network traffic to ensure optimal operation of the Foxtel Network. This may include managing time sensitive applications in order to improve the customer experience on the Foxtel Network. Time sensitive applications may include video streaming, video on demand and gaming, as well as communications services.

4.4 Interception and Testing

We (or our Suppliers) may, to the extent permitted by law, monitor or intercept communications over the Services to ensure:

- compliance with any request or direction of a Regulator, law enforcement authority or other authority, to the extent permitted by law;
- our (or our Supplier's) compliance with the law; or

- your compliance with this Agreement.

We may also undertake testing of the security of the Foxtel Network (including any Foxtel Supplied Equipment) and the Services from time to time.

5 Managing your Account

5.1 Access and management

You can access and manage your Account online through your Online Account or by calling us on 131 999. To do so, you will need your Account Number and the password or PIN associated with your Account.

5.2 Keeping your password and PIN confidential

You must keep confidential the password or PIN associated with your Account. You must change your password or PIN on a regular basis. When you select or change your password or PIN, you must ensure that your password or PIN meets generally accepted practices for PIN and password security at that time, including in relation to complexity and randomisation.

You are responsible and liable for all transactions made with us and/or instructions given to us using the password or PIN associated with your Account. You must advise us immediately if you suspect there has been any unauthorised access to or use of your Account.

5.3 Appointing an authorised representative

You may authorise a person over the age of 18 years to act as your agent in relation to your Account.

In order to do so you must:

- notify us of your intention to appoint a person as your agent;
- give us certain personal information about that person; and
- obtain that person's consent for you to provide their personal information to us and for us to collect, use and disclose their personal information in accordance with this Agreement and the Foxtel Privacy Policy.

If you authorise a person to act as your agent, you warrant to us that you have obtained the above-mentioned consent.

After you have authorised a person to act as your agent, that person will have power to act on your behalf in respect of your Account and will have the authority to do most things in relation to your Account (including changing Plans and Bundles, for which fees may apply). Your authorised representative will not be able to add another authorised representative or cancel your Account, unless you have authorised this and agreed it with us.

You can cancel the appointment of an authorised representative by giving us at least 7 days notice.

6 Managing your Services

6.1 Changing your Bundle

You can change your Bundle by contacting us.

If you change your Bundle, subject to the provisions of any Bundle Terms that are applicable to you, the following rules apply:

- a change to your Bundle may affect the operation of any Minimum Term that applies to the relevant Services in that Bundle:

- if, at the time you change your Bundle, you are receiving a Service that is subject to a Minimum Term, unless you recontract for those existing Services, that Minimum Term will continue when you receive that Service as part of your new Bundle; and
- if, at the time you change your Bundle, you acquire new Services as part of your new Bundle, these Services will be subject to the same Minimum Term that applies to that new Bundle;
- a change to a Bundle, where you add a Service, will be effective immediately after we have processed your request (and your fees will be adjusted accordingly on a pro rata basis); and
- a change to a Bundle, where you cancel a Service, will be effective immediately after the end of the Bill Period in which you made your request to change, unless the Service Description for that Service provides otherwise.

If you cancel any Foxtel Service that forms part of your Bundle, we will continue supplying each of your remaining Foxtel Services:

- as part of another Bundle for which you are eligible and that (in our opinion) provides you with the best value for money; or
- if no such Bundle exists, on the basis of our Standard Fees.

If you cancel any Service that forms part of your Bundle within the Minimum Term for the Bundle, then ETFs may apply (see clause 2.6 for details). For details of any fees that apply to the cancellation of Foxtel TV, see the Foxtel Residential Subscription Television Agreement.

A change to your Bundle could be adding Foxtel Home Phone to your current Bundle of Foxtel TV and Foxtel Broadband. If you have any questions about changing your Bundle, please contact us.

The price of your Services may vary depending on: (i) whether the Service is supplied as part of a Bundle; and (ii) the Bundle Terms applicable to that Bundle. You should consider this before deciding to change your Bundle or cancel any Foxtel Service. If you have any questions about the prices you pay for your Foxtel Services, please contact us on 131 999.

6.2 Upgrading or Downgrading your Plans

You can upgrade and downgrade your Plan to another available Plan by contacting us.

If you upgrade or downgrade your Plan to another available Plan, the following rules apply:

- you can upgrade a Plan to another available Plan at any time with no restriction on the number of changes;
- you can downgrade a Plan to another available Plan where your Plan has been in place for at least 30 days;
- an upgrade of a Plan will be effective immediately after we have processed your request (and your fees will be adjusted accordingly on a pro rata basis);
- a downgrade of a Plan will be effective immediately after the end of the Bill Period in which you made your request to downgrade; and
- any upgrade or downgrade of your Plan will not affect the operation of any Minimum Term that applies to the relevant Services.

An upgrade to your Foxtel Broadband Plan could be a change from a 100GB Broadband Plan to a 200GB Broadband Plan. If you have any questions about upgrading or downgrading your Plans, please contact us on 131 999.

6.3 Adding and removing Extras

You can add and remove Extras to or from any of your Services by contacting us.

If you add or remove Extras, subject to the provisions of any Extra Terms that are applicable to you, the following rules apply:

- you can add and remove Extras to and from your Services at any time;
- there are no restrictions on the total number of Extras you can add to your Services at any one time;
- adding an Extra will be effective immediately after we have processed your request (and your fees will be adjusted accordingly on a pro rata basis);
- removing an Extra will be effective immediately after the end of the Bill Period in which you made your request to remove; and
- any change to Extras will not affect the operation of any Minimum Term that applies to the relevant Services.

An addition of an Extra could be adding a Data Top Up. If you have any questions about adding or removing Extras, please contact us.

6.4 Our rights to stop offering and supplying Bundles, Plans and Extras

We may stop offering any Bundle, Plan or Extra at any time. We can do this without your permission and without notice.

We can stop supplying any Bundle, Plan or Extra that you may be receiving by changing this Agreement in accordance with clause 1.6. In this case, you may have certain rights to cancel your affected Services in accordance with clause 1.6.

6.5 Effect when we stop supplying your Bundle

If we stop supplying your Bundle during the Minimum Term for that Bundle, subject to our rights under clause 2.9, that change will not have effect until the end of that Minimum Term, at which time we will continue supplying each of the Services that form part of that Bundle on a month-to-month basis:

- as part of another Bundle for which you are eligible and that (in our opinion) provides you with the best value for money; or
- if no such Bundle exists, on the basis of our Standard Fees.

If we stop supplying your Bundle after the Minimum Term for that Bundle has ended, we will continue supplying each of the Services that forms part of that Bundle on a month-to-month basis:

- as part of another Bundle for which you are eligible and that (in our opinion) provides you with the best value for money; or
- if no such Bundle exists, on the basis of our Standard Fees.

If you wish to change it or cancel your new Bundle or Services you may do so in accordance with this Agreement.

6.6 Effect when we stop supplying your Plan

If we stop supplying the Plan in accordance with which we are supplying one of your Services during the Minimum Term of that service, subject to our rights under clause 2.9, that change will not have effect until the end of that Minimum Term, at which time we will continue supplying to you on a month-to-month basis in accordance with another Plan for which you are eligible and that (in our opinion) provides you with the best value for money. If you don't like your new Plan, you can change it or cancel your service in accordance with this Agreement.

If we stop supplying the Plan in accordance with which we are supplying one of your Services after the end of the Minimum Term of that service, we will continue supplying to you on a

month-to-month basis in accordance with another Plan for which you are eligible and that (in our opinion) provides you with the best value for money. If you don't like your new Plan, you can change it or cancel your service in accordance with this Agreement.

6.7 Effect when we stop supplying an Extra you are receiving

If we stop supplying an Extra you are receiving in connection with one of your Services, that change will have effect in accordance with our notice regarding that change.

6.8 Overdue payments

Notwithstanding any of the provisions in this clause 6, we may refuse to upgrade your Bundle, upgrade your Plan and/or add any Extras if you have any overdue payments on any bill for your Services.

7 Moving to a new address

If you want to transfer any of your Services to a new address, you must use your best efforts to give us as much notice as possible. In most cases, we will need at least 30 days notice to arrange a transfer. If you don't give us sufficient notice, your Services might not be ready at your new address when you move in.

After receiving your notice, we will determine whether your Services are available at your new address.

If your Services are available at your new address, we will use our best efforts to transfer your Services to your new address on or as soon as possible after the date you want the transfer to take effect. We rely on Suppliers to supply your Services and this may affect when we can start supplying them to you at your new address. If you ask us to transfer two or more of your Services, we may start supplying each of those Services at your new address at different times, depending on when we are ready to start supplying them at your new address. If we transfer any of your Services to your new address, we will charge you the applicable connection and/or activation fee specified in the Price Guide. We will cancel all Services at your existing address on the same date or such other date as agreed with you.

If any of your Services are not available at your new address, we will notify you and you may cancel any or all of your Services in accordance with clause 2.10.

8 Change of Account holder

If you wish to change the name of the Account holder, please contact us. We will charge you the applicable fee specified in the Price Guide for this change.

9 Fees

9.1 What fees apply to you?

The fees that apply in connection with your Services are set out in the Price Guide. The fees set out in the Price Guide are inclusive of all taxes, including GST (unless stated otherwise).

The applicable monthly fees for a Service will apply from the date that we activate that Service. If you are receiving your Services as part of a Bundle, the applicable monthly fees for each Service in that Bundle will apply from the date we activate each Service.

If we need to repair or replace services or equipment due to your breach of this Agreement or your negligence or fraud then we may charge you an additional amount.

9.2 Offers

We may make special offers to you from time to time, through general advertising or directly to you.

Special offers may change the prices or other terms of this Agreement for a period of time and may be subject to conditions. If you validly accept the terms of a special offer, then those terms will prevail to the extent that they are inconsistent with any terms of this Agreement. The terms of this Agreement will otherwise continue to apply. When the special offer expires, the full terms of this Agreement will apply.

9.3 Can fees change?

We can change current or impose new fees and charges in connection with the Services at any time, in accordance with clause 1.6.

10 Billing and payment

10.1 Billing

We, or Foxtel Cable as our agent, will issue a bill to you each month (or as otherwise agreed) for:

- monthly recurring fees, in advance (including any part month recurring fees, in arrears, for changes made in a prior Bill Period);
- variable fees such as call charges, in arrears (as applicable);
- installation, connection and activation fees (as applicable);
- fees for Foxtel Supplied Equipment (as applicable); and
- other fees as set out in the Price Guide or otherwise agreed with you (as applicable).

We will include fees for all of your Foxtel Services on the one bill. This means that your Services, as well as any Foxtel TV services that you receive, will be billed together.

In some circumstances we may require a prepayment of fees before installing and/or activating the Services. We will obtain your prior consent to this prepayment.

Your first bill may also include your monthly recurring fees for the month when your Services were first connected or activated, in arrears (pro-rated for the part month period from activation).

If we fail to include any fees in your bill that we should have included, we may add those fees to one of your subsequent bills. If we do so, we will tell you that some of the fees in that subsequent bill relate to a previous Bill Period. We will not bill you for any fees for Services that are older than 160 days from the date the fee was incurred, except if permitted by law.

We will calculate your bills with reference to data received from our Suppliers. We rely on this data when calculating your bills. We will not be liable for any billing errors that occur as a result of you providing inaccurate billing information.

We will include the value of any credits on your Account (for example, credits applied under the CSG Standard), if applicable.

10.2 Billing method

We, or Foxtel Cable as our agent, will issue your bills to you by making your bill available to you through your Online Account.

If you also wish to receive your bill by post, you can request this through your Online Account or by calling us on 131 999. It may take us one Bill Period to implement this request.

If you choose to have your bills sent to you by post, you must pay us the relevant administration fee specified in the Price Guide, for each bill.

We may send you a courtesy email or SMS when your bill is available to view online. We are not obliged to do this and you still need to pay your bill regardless of whether we send or you receive a courtesy email or SMS.

10.3 Payment

You must pay the full amount payable specified in your bill by the Payment Date.

You can pay your bill by any of the payment methods specified in your bill.

If you choose to pay your bill by any method other than EasyPay, we will charge you the monthly account processing fee (non-EasyPay) specified in the Price Guide, for each bill.

10.4 EasyPay

You can set up, change or cancel EasyPay through your Online Account or by calling us on 131 999. If you set up EasyPay and/or if you pay your bills for the Services by EasyPay, you agree to the terms of the Direct Debit Service Request Agreement set out in Annexure A to these General Terms.

By setting up EasyPay, you authorise us to deduct the full amount payable (less any adjustment or payment made in between bill issue date and relevant Payment Date) specified in each of your bills from your nominated bank, credit union or credit card account on the relevant bill Payment Date (which will usually be 10 business days after the date on which we issued that bill to you).

As an EasyPay customer, we, or Foxtel Cable as our agent, will not automatically send you a bill but you can access your monthly bill at any time through your Online Account. If you ask us to, we will send you a paper version of your bill and charge you the applicable administrative fee specified in the Price Guide for each such bill.

10.5 What to do if you don't agree with your bill

If you think we have made a mistake on your bill you must notify us as soon as possible.

If you wish to dispute any fee on your bill, you must contact us as soon as possible.

10.6 Failure to pay

If an EasyPay payment is declined or you fail to pay us the full amount due by the Payment Date or your payment is otherwise unsuccessful, we will use our best efforts to notify you that an amount is overdue.

If the amount outstanding is not immediately paid then we may take one or more of the following actions:

- charge you the late payment fee specified in the Price Guide; and
- charge you the dishonoured payment fee specified in the Price Guide.

In accordance with clause 2.8 we may also restrict or suspend the Services you can receive from us until all amounts due have been paid.

If any amount outstanding remains unpaid, we will use our best efforts to send you a separate notice to notify you that we may take one or more of the following actions:

- disconnect your Services;

- terminate this Agreement;
- take legal action against you to recover the unpaid amount; and/or
- refer you to a collections agency.

10.7 Financial guarantee

We may ask you to provide us with a prepayment (for a reasonable amount) or financial guarantee (issued by someone who is reasonably acceptable to us). We will only do so if we reasonably believe you pose an unacceptably high credit risk for us after we have conducted a credit assessment in relation to you and the Services you are receiving at that time. If you don't comply with our request within a reasonable period of time, we may exercise our rights to temporarily restrict or suspend supply of your Services in accordance with clause 2.8.

10.8 Financial Hardship

If you are having difficulty paying your bills, you may be eligible for assistance under our financial hardship arrangements. Details of these arrangements are set out in our Financial Hardship Policy, available on the Foxtel Website.

If we have agreed a financial hardship arrangement with you, then the terms of that arrangement will be subject to this Agreement. You must promptly advise us if your circumstances change at any time during the term of any financial hardship arrangement that we have agreed with you.

10.9 What happens on Reconnection?

If you pay all outstanding amounts after your Services have been disconnected for non-payment or if your Services were otherwise disconnected, you can request us to reconnect your Services. Reconnection fees specified in the Price Guide will apply for each reconnected Service. We may also require you to pay future fees and charges by EasyPay before we reconnect you.

We will use best efforts to provide you with the same Bundle and/or Plan (or similar, if these no longer available) that you subscribed to before your Services were disconnected (or another Bundle and/or Plan if requested). However, you may lose your home telephone number and you may no longer be eligible for any discounts you were receiving prior to the disconnection. Depending on your location, we may be required by law to permit you to acquire NBN services only. There may be delays in the provision of these services, due to third party suppliers.

11 Equipment

11.1 Foxtel Supplied Equipment

You may buy Foxtel Supplied Equipment (such as the Foxtel Hub) from us.

We will own the Foxtel Supplied Equipment until you pay us the purchase price in full. After this time, you will own the Foxtel Supplied Equipment (excluding any Software supplied with that equipment, which we will licence to you in accordance with clause 12). Risk in the Foxtel Supplied Equipment passes to you on delivery.

You must only use the Foxtel Supplied Equipment in connection with your Services in accordance with our instructions. If you do not do this, then we may not be able to provide the Services to you and we may cancel the Services.

The terms of any relevant Warranty Statement will apply to our provision of Foxtel Supplied Equipment to you. A copy of the relevant Warranty Statement will be provided to you with your Foxtel Supplied Equipment.

8 General Terms

Effective from 2 February 2015



11.2 Customer Supplied Equipment

You may use Customer Supplied Equipment (such as an ADSL modem), subject to and in accordance with this clause 11.2 and any equipment requirements in relation to a Service set out in the Service Description for that Service.

You must ensure all Customer Supplied Equipment meets any relevant technical standards and specifications established, approved or adopted by any Regulator. Your responsibilities and obligations in relation to Customer Supplied Equipment apply regardless of whether your Customer Supplied Equipment meets such technical standards and specifications.

You may only use Customer Supplied Equipment in connection with your Services in accordance with our instructions. You must not use Customer Supplied Equipment in any other way.

You are solely responsible for:

- operating, inspecting, servicing, maintaining, updating, modifying, repairing and replacing any Customer Supplied Equipment; and
- any fault, loss or damage that may be caused or contributed to by the use of any Customer Supplied Equipment (including any interruption, interference or degradation in the performance of your Services, another customer's Foxtel service, the Foxtel Network or any Supplier Network).

If any Customer Supplied Equipment is causing or contributing to any such fault, loss or damage (including any such interruption, interference or degradation), you must comply with our reasonable instructions, which may include disconnecting and ceasing to use of that Customer Supplied Equipment.

We do not provide any technical support for Customer Supplied Equipment. If Customer Supplied Equipment is causing or contributing to any fault in connection with your Services, we may not be able to help you rectify that fault and you will continue to be responsible for paying all fees for your Services, even though you may not be able to receive them.

We may, at any time, perform Foxtel Network Upgrades and our Suppliers may, at any time, perform Supplier Network Upgrades. The performance of Foxtel Network Upgrades and/or Supplier Network Upgrades may adversely affect the performance of Customer Supplied Equipment and/or stop Customer Supplied Equipment from working in connection with your Services. We are not responsible for any such effects.

You must allow us to access Customer Supplied Equipment to perform activities related to the supply of your Services, such as monitoring, diagnostics and troubleshooting.

11.3 Space, power and environment for equipment

You must provide adequate space, mains power supply and operating environment for all equipment that is located at your Home and used in connection with your Services.

11.4 Lost, stolen or damaged Foxtel Supplied Equipment

You are responsible for any lost, stolen or damaged Foxtel Supplied Equipment after it has been delivered to you, except to the extent any damage is caused by us.

After we have delivered Foxtel Supplied Equipment to you and for so long as we continue to own it:

- you must notify us as soon as possible after you become aware that any such Foxtel Supplied Equipment has been lost, stolen or damaged (and, if stolen, you must also notify the police and provide us with the report or incident number given to you by the police); and

- we may charge you to replace or repair any such Foxtel Supplied Equipment that has been lost, stolen or damaged, except to the extent any damage is caused by us.

12 Software

Nothing in this Agreement affects the ownership of any right, title or interest in any Software.

We grant to you a non-exclusive, fully paid and royalty free licence to:

- install and use the Software for the purposes of receiving and using each of your Services and for purposes that are reasonably incidental to such purposes; and
- to make a reasonable number of copies of the Software for the purposes of receiving and using each of your Services and for purposes that are reasonably incidental to such purposes (including for archive, back-up and recovery purposes),

for the period in which you are receiving each of your Services.

Except as otherwise expressly permitted by this Agreement or by law, you must not:

- copy all or any part of the Software, or allow all or any part of the Software to be copied, without first obtaining our written permission;
- translate, reverse engineer, decompile or disassemble any of the Software;
- create any adaptation, modification or derivative of any of the Software;
- publish, distribute or commercialise any of the Software or any adaptation, modification or derivative of the Software;
- sell, rent, lease, sublicense, assign or transfer any of the Software; or
- remove any trade mark, trade name or any proprietary, copyright, trade secret or warning legend from any of the Software.

13 Fault reporting and rectification

13.1 Reporting faults

If you experience a fault with any of your Services, you may report that fault by calling us on 131 999.

Before reporting a fault to us, you must take reasonable steps to ensure the fault is not caused by anything on your side of the Network Boundary Point.

13.2 Investigating faults

After you report a fault to us, we will investigate the cause of the fault and, where possible, determine its cause.

This may include Foxtel sending a technician to your Home at an agreed time.

If we determine the fault is caused by anything on your side of the Network Boundary Point (except for any Foxtel Supplied Equipment during its Warranty Period), we may charge you the incorrect call out fee and labour fee specified in the Price Guide.

13.3 Rectifying faults in Foxtel Network

Where a fault is caused by the Foxtel Network, we will use our best efforts to rectify the fault:

- within the timeframe set out in the Service Description for the affected Service; or
- if no timeframe is specified, within a reasonable period after you report that fault to us.

Where a fault is caused by the Supplier Network, we will notify our Supplier and use our best efforts to ensure that our Supplier rectifies the fault:

- within the timeframe set out in the Service Description for the affected Service; or
- if no timeframe is specified, within a reasonable period after you report that fault to us.

We will keep you informed of progress in rectifying faults in the Foxtel Network by publishing updates on the Foxtel Website or giving you notice using any of the other contact methods listed in clause 1.5.

13.4 Faults caused by anything on your side of the Network Boundary Point

Where a fault is caused by anything on your side of the Network Boundary Point (except for any Foxtel Supplied Equipment during its Warranty Period), you may ask us to rectify the fault. If you ask us to do so, we may give you a Work Order containing a description of the work we propose to do for you and the estimate of our fees for performing that work. If we cannot assist with the rectification of your fault we may refer you to a third party.

If we have provided a Work Order and you ask us to proceed, we will perform the work in accordance with the Work Order and you agree to pay us the applicable fees. You acknowledge that the costs of rectifying the fault may exceed the costs estimate. Except as provided in this clause 13.4, we are not responsible or liable for such faults.

After we complete the work, you (or any person over 18 years of age that you nominate to be present during the work) are required to sign the Work Order. When you sign the Work Order you acknowledge that you have received this Agreement and that you are satisfied that we have performed the work in accordance with the Work Order.

13.5 Cooperation and access

You must cooperate with us and our Suppliers and provide us and our Suppliers with safe, sufficient and timely access to your Home in order for us and our Suppliers to perform our respective obligations in relation to fault rectification. If you fail to do so, we will not be liable for any failure to rectify, or delay in rectifying, the relevant fault.

13.6 Faults in Foxtel Supplied Equipment

Where a fault is caused by Foxtel Supplied Equipment within its Warranty Period, we will use our best efforts to rectify the fault within a reasonable period after you report that fault to us. We may send you replacement Foxtel Supplied Equipment, in which case we may require you to return the faulty Foxtel Supplied Equipment to us.

Where a fault is caused by Foxtel Supplied Equipment after the expiry of its Warranty Period, we will not be responsible for rectifying the fault. If you ask us and if available, we can send you replacement Foxtel Supplied Equipment. We will charge you the applicable equipment fee specified in the Price Guide.

14 Network maintenance

We may, at any time, perform Foxtel Network Maintenance. Where we are performing Foxtel Network Maintenance in response to a fault or an emergency or other unforeseen event

or circumstance, we might not be able to give you notice before starting work.

Our Suppliers may, at any time and without notice to you, perform Supplier Network Maintenance. If we are aware such work is going to be performed, or is being performed, and that work might adversely affect your Services, we will use our best efforts to notify you.

The performance of Foxtel Network Maintenance and Supplier Network Maintenance may interrupt, interfere with or degrade the performance of your Services. Any such interruption, interference or degradation will not be regarded as a fault in respect of your Services.

To minimise the impact of Foxtel Network Maintenance on you, we will use our best efforts to minimise the duration and frequency of Foxtel Network Maintenance in your area and only perform Foxtel Network Maintenance between 10pm and 6am, but it may not always be possible for us to do so.

15 Your privacy

By entering this Agreement, you consent to us collecting, using and disclosing your personal information in accordance with this Agreement and the Foxtel Privacy Policy.

16 Complaints & Disputes

16.1 What to do if you have a complaint

If you have a complaint about any of your Services please contact us. We will handle your complaint in accordance with our Complaints Handling Policy.

16.2 Telecommunications Industry Ombudsman

The Telecommunications Industry Ombudsman (**TIO**) provides a dispute resolution service for residential and small business customers who have a complaint about their telephone or broadband services. The TIO can investigate such complaints and make binding decisions and recommendations. If you are not happy with the way we have tried to resolve your complaint in relation to your Services, you can raise it with the TIO. Before raising your complaint with the TIO, you need to first try to resolve it with us. If you would like to know more about the TIO and its dispute resolution service, visit the TIO at www.tio.com.au.

17 Liability

17.1 Our liability to you

Basis of our liability

We supply the Services and Foxtel Supplied Equipment to you:

- on the terms expressly set out in this Agreement (including any relevant Warranty Statement);
- subject to non-excludable rights under consumer protection laws (including the consumer guarantees that apply pursuant to the Australian Consumer Law); and
- subject to the CSG Standard (where applicable).

No other terms or rights apply.

Subject to the remainder of this clause 17.1, we are liable to you:

- if we fail to supply on the above-mentioned basis;
- if we are negligent in accordance with legal principles of negligence applied by the courts; and

- for the acts and omissions of our agents in accordance with legal principles of vicarious liability applied by the courts.

Exclusions and limitations of our liability to you

To the maximum extent permitted by law, we exclude all other liability to you under, arising from or in connection with this Agreement and our supply of any Services and Foxtel Supplied Equipment, whether that liability exists in contract, in tort, at common law, in equity, under statute, under an indemnity or otherwise.

We supply the Services and Foxtel Supplied Equipment to you on the condition that you will only use them for personal, domestic or household use. We are not liable for any losses arising from or in connection with use of any Services or Foxtel Supplied Equipment for business purposes, except to the extent we cannot exclude such liability under legislation, in which case our liability is limited to replacing, repairing or resupplying the relevant goods or services where it is fair and reasonable for us to rely on this limitation and we are allowed to limit our liability in this way under legislation.

We are not liable for any failure to supply any of Services or Foxtel Supplied Equipment in accordance with this Agreement to the extent our failure is caused or contributed to by:

- any act or omission by you, including:
 - any breach of this Agreement by you; and
 - the use of any Customer Supplied Equipment in connection with your Services;
- any act or omission of any of our Suppliers or our inability to obtain supply of any goods or services from any of our Suppliers where this prevents or restricts us from supplying any of your Services to you in accordance with the requirements of this Agreement; or
- any event or circumstance beyond our reasonable control.

We are not liable for:

- any delay in connecting any of your Services;
- any delay in rectifying a fault in connection with any of your Services; or
- any failure to attend an appointment for these purposes, except where the CSG Standard applies, in which case we are liable in accordance with the CSG Standard.

We are not liable to you for any Consequential Loss, except to the extent we cannot lawfully exclude such liability.

Our liability to you will be reduced proportionally to the extent that:

- you have failed to take all reasonable steps to minimise and mitigate your losses and
- you have caused or contributed to the act, omission, event or circumstance giving rise to the liability,

except to the extent our liability cannot be lawfully reduced in this way.

17.2 Your liability to us

Basis of your liability to us

Subject to the remainder of this clause 17.2, you are liable to us:

- if you breach this Agreement; and
- if you are negligent in accordance with legal principles of negligence applied by the courts; and

You are also liable for the acts and omissions of certain third parties under this Agreement, including pursuant to clauses 4.2

(Responsibility for use by others) and 5.3 (Appointing an authorised representative).

If you and one more other persons are the customer, you are jointly and severally liable in connection with this Agreement and your acquisition and use of your Services.

Exclusions and limitations of your liability to us

To the maximum extent permitted by law, you exclude all other liability to us under, arising from or in connection with this Agreement and your acquisition and use of your Services and Foxtel Supplied Equipment, whether that liability exists in contract, in tort, at common law, in equity, under statute, under an indemnity or otherwise.

You are not liable to us for any Consequential Loss, except to the extent you cannot lawfully exclude such liability.

Your liability to us will be reduced proportionally to the extent that:

- we have failed to take all reasonable steps to minimise and mitigate our losses and
- we have caused or contributed to the act, omission, event or circumstance giving rise to the liability,

except to the extent your liability cannot be lawfully reduced in this way.

18 Other legal matters

Assignment, novation and other dealings: We may assign, novate or otherwise deal with our rights and obligations under this Agreement. The same applies for you in respect of your rights and obligations, except you need our permission to do so. We will act reasonably in giving or withholding our permission.

Commissions: We may pay commission to any person who introduced you to us.

Governing law: This Agreement is governed by the laws of the Commonwealth of Australia and the State or Territory in which your Home is located.

Reading and interpreting: The following rules apply when reading and interpreting this Agreement:

- headings are for convenience only and do not affect the interpretation of this Agreement;
- the singular includes the plural (and vice versa);
- where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- the words 'including', 'such as', 'particularly', 'principally' and similar words are not words of limitation;
- a reference to 'we', 'us' or 'our' includes our successors, permitted substitutes and permitted assignees;
- a reference to law includes any change to it, any re-enactment of it, any provision substituted for it and any regulation or instrument issued under it; and
- a reference to a monetary amount is in Australian dollars.

Rights: We may exercise our rights (including giving or withholding our permission or consent) at our discretion, unless provided otherwise. The fact we have not exercised a right where we are entitled to do so does not mean that we have waived that right. The same applies for you in respect of your rights.

Severability: Any part of this Agreement that is void or unenforceable will be severed and the remainder of this Agreement will continue unaffected.

Subcontracting: We may subcontract the performance of any of our obligations under this Agreement, but we will remain liable to you in respect of the performance of those obligations.

Survival: Any term of this Agreement that, by its nature, is intended to survive the end of this Agreement will survive the end of this Agreement. This includes your obligation to disconnect any connections to the Foxtel Network and any Supplier Network in accordance with clause 2.11, your obligations to provide access to you Home in connection with the Services and the clauses regulating our liability to you and your liability to us.

19 Definitions

In this Agreement, where a word or phrase is capitalised and defined in this clause 19, that word or phrase will have the meaning given to it in this clause 19.

Account means your account with us to receive your Services.

Account Number means the number assigned to your Account.

Agreement means the terms on which we will supply, and you will receive, your Services and any Foxtel Supplied Equipment, which are set out in the documents specified in clause 1.2.

Application means, where you have applied to receive your Services:

- in person (e.g. through a Foxtel door-to-door salesperson or at a Foxtel kiosk), the application form in respect of those services that was signed by you and submitted to us;
- over the phone, the order in respect of those Services that was completed by us in accordance with your instructions and authorised by you; or
- online, the order in respect of those Services that was completed or authorised by you and submitted to us.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Billing Dispute means a genuine dispute or issue with any amount in your bill, which you have contacted us in relation to.

Bill Period means, in respect of a bill, the period in which your monthly charges are applied.

Bundle means a bundle of any two or more of the following different types of services: Foxtel TV, Foxtel Broadband and Foxtel Home Phone.

Bundle Terms means the business rules that apply to a particular Bundle. Bundle Terms that apply to any Bundle with Foxtel Broadband are set out in the Service Descriptions for those Services. Bundle Terms that apply to any Bundle with Foxtel Home Phone are set out in the Service Descriptions for those Services.

Complaints Handling Policy means the Foxtel policy of the same (or similar) name that is published on the Foxtel Website, as amended from time to time.

Consequential Loss means any loss or damage that:

- does not arise naturally, in the usual course of things, from the breach, action or inaction in question; or
- constitutes loss of profit, loss of anticipated profit, loss of opportunity, loss of anticipated savings, loss of revenue, loss or impairment of credit rating, loss of data, loss of business opportunities and loss of or damage to reputation or goodwill, even if such loss arises naturally, in the usual course of things, from the breach, action or inaction in question.

Contractors mean contractors, agents and third parties with whom we (or our Suppliers) have entered into agreements or arrangements with from time to time in order to act on our behalf in connection with:

- contacting you; or
- providing you with information pertaining to the Services or any products and services that we or our Related Companies offer from time to time; or
- performing, planning, research, product development and strategic, financial and other business purposes in relation to our products and services on our behalf.

CSG Standard means the *Telecommunications (Customer Service Guarantee) Standard 2011* (Cth). Information on the CSG Standard can be found on the Foxtel Website.

Customer Supplied Equipment means any equipment other than Foxtel Supplied Equipment that you use in your Home in connection with your Service.

Early Termination Fee or **ETF**, in respect of a Service, means the fee described as such in the Price Guide.

EasyPay means a direct debit payment service that automates the monthly payment of the Foxtel Services from either your credit card or nominated bank account.

Extra means any optional feature that may be supplied in connection with a Service.

Extras Terms, in respect of an Extra, means the terms and conditions that apply in respect of that Extra. Extra Terms applicable to Foxtel Broadband are set out in the Service Descriptions for those Services. Extra Terms applicable to Foxtel Home Phone are set out in the Service Descriptions for those Services.

Financial Hardship Policy means the Foxtel policy of the same (or similar) name that is published on the Foxtel Website, as amended from time to time.

Foxtel means Foxtel Management Pty Limited, its agents and Contractors.

Foxtel Broadband means any Internet access service that we supply and you receive under your Agreement, such as Foxtel Broadband on ADSL and Foxtel Broadband on NBN, as described in the relevant Service Descriptions for those Services.

Foxtel Broadband & Home Phone Agreement means this Agreement.

Foxtel Cable means Foxtel Cable Television Pty Limited.

Foxtel Fair Use Policy means the Foxtel policy in relation to your use of the Services of the same (or similar) name that is published on the Foxtel Website, as amended from time to time.

Foxtel Home Phone means any standard telephone service that we supply and you receive under your Agreement, including Foxtel Home Phone and Foxtel Home Phone on NBN, as described in the relevant Service Descriptions for those Services.

Foxtel Hub means any Foxtel branded home network gateway that we have sold to you and you have purchased from us.

Foxtel Network means the network, systems, equipment, facilities and infrastructure owned, operated or controlled by us (or any of our Related Companies) and used to supply Services. The Foxtel Network excludes any Supplier Network.

Foxtel Network Maintenance includes any inspection, management, service, maintenance, repair, replacement, remediation or modification of the Foxtel Network.

Foxtel Network Upgrade includes any upgrade, enhancement, modernisation, reconfiguration, enablement or augmentation of the Foxtel Network.

Foxtel Partnership means the partnership between Sky Cable Pty Limited and Telstra Media Pty Limited.

Foxtel Privacy Policy means the Foxtel policy of the same (or similar) name that is published on the Foxtel Website, as amended from time to time.

Foxtel Residential Subscription Television Agreement means Foxtel's standard form agreement for the provision of Foxtel TV to residential customers, as amended from time to time.

Foxtel Service means the Service and/or any Foxtel TV service (as the context requires).

Foxtel Supplied Equipment means equipment that you lease or buy from us (or any of our Related Companies) in connection with the supply of your Services, including the Foxtel Hub.

Foxtel TV means the television and related services provided to you under the Foxtel Residential Subscription Television Agreement from time to time.

Foxtel Website means the website accessible at www.foxtel.com.au.

General Terms means this document, as amended from time to time.

GST means a goods and services tax or similar value added tax levied or imposed under the GST Law.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Home means the residential address at which you receive, or have applied to receive, any Service.

Minimum Term means the minimum period that you agree to receive a Service and/or Bundle, as specified in your Application for that Service and/or Bundle or subsequently agreed with us in accordance with this Agreement.

NBN means the National Broadband Network that is operated by NBN Co Limited or its related bodies corporate.

Network Boundary Point, in respect of a Service, has the meaning given to that term in the Service Description for that Service.

Online Account means My Account accessible via the Foxtel Website.

Payment Date, in respect of a bill issued to you, means the date specified as such on that bill or if not specified, a date that will not be earlier than 10 business days after the date on which we issued that bill to you.

Personnel mean our directors, officers, employees, agents and contractors.

PIN means the personal identification number in respect of your Account.

Plan, in respect of a Service, means a plan in accordance with which that Service is supplied, as set out in the Service Description for that Service.

Price Guide or **Foxtel Broadband & Home Phone Price Guide** means the document that sets out our fees for the provision of Foxtel Broadband, Foxtel Home Phone and related services, including the Standard Fees, that is published on the Foxtel Website, as amended from time to time.

Regulator means the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, the Communications Alliance, the

Telecommunications Industry Ombudsman or any other government or statutory body or authority.

Related Company means a company or entity that is wholly owned (directly or indirectly) by the Foxtel Partnership.

Service means a Foxtel Broadband and/or a Foxtel Home Phone service.

Service Description, in respect of a Service, means a document that forms part of this Agreement and sets out the service description for that Service and terms and conditions that apply in respect of that Service, as amended from time to time.

Software means any software provided or made available by us to you in connection with the supply of your Service, including any firmware that forms part of any Foxtel Supplied Equipment (such as the Foxtel Hub).

Standard Fees means our standard fees that apply in respect of Services supplied on an unbundled or standalone basis.

Supplier means:

- any person that supplies us with goods or services that we rely on to supply any Foxtel Broadband or Foxtel Home Phone service; and
- NBN Co Limited.

Supplier Network means the network, systems, equipment, facilities and infrastructure owned, operated or controlled by a Supplier.

Supplier Network Maintenance includes any inspection, management, service, maintenance, repair, replacement, remediation or modification of a Supplier Network.

Supplier Network Upgrade includes any upgrade, enhancement, modernisation, reconfiguration, enablement or augmentation of a Supplier Network.

Warranty Period means, in respect of any Foxtel Supplied Equipment, the applicable warranty period, which includes any warranty period required by law.

Warranty Statement means the warranty provisions in relation to any Foxtel Supplied Equipment that are provided to you with that equipment and/or that are set out on the Foxtel Website, as amended from time to time.

We, us and our means Foxtel.

Work Order means the document that forms part of this Agreement and sets out a description of work we will perform for you and is (or is to be) signed by you (or your authorised representative) after we have completed that work.

you and your means the Foxtel customer named as the account holder on the Application or identified as the primary account holder when you first sign up for the Services.

Annexure A

Direct Debit Service Request Agreement

1. You authorise Foxtel to debit your nominated account when any amounts you owe us under the Foxtel Broadband & Home Phone Agreement become payable.
2. We will advise you at least 14 days in advance of any changes to the Direct Debit arrangements.
3. It is your responsibility to ensure sufficient cleared funds are available in your nominated debiting account or there is sufficient available credit on your nominated credit card account (as applicable) when the payments are due to be drawn.
4. We do not take any responsibility for fees or charges incurred on your account as a result of overdrawn funds or any other charges incurred as a result of Direct Debit arrangements.
5. You acknowledge that if any debit is returned or dishonoured we will charge you a dishonoured payment fee as set out in the Price Guide. If there are insufficient cleared funds or available credit in your account when the payments are to be drawn, you will arrange for the Direct Debit to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the Direct Debit payment.
6. If your Direct Debit payment fails for any reason whatsoever, we may attempt to re-draw the amount you owe us on a later date.
7. If the due date for payment falls on a non-working day or a public holiday, the payment will be processed on the next working day. If you are uncertain as to when a debit will be processed, you will enquire directly with your financial institution or credit card issuer.
8. Your records and account details will be kept pursuant to Foxtel's Privacy Policy which is available at www.foxtel.com.au/about-foxtel/privacy/ or by calling 131 999. You accept that it may be necessary for Foxtel to give information to your financial institution or credit card issuer in connection with a claim by you that your account has been incorrectly or wrongly debited.
9. You may change your nominated account, defer payment by direct debit, stop any particular debit or cancel your direct debit authority by calling us on 131 999 or writing to PO Box 612, Moonee Ponds, VIC 3039. We will cancel your direct debit authorisation within 3 business days of receipt of your request to do so. You may also contact your financial institution at any time to stop any particular debit or cancel your direct debit authority. However if you defer or cancel your debit authority, or stop a particular debit, you will need to ensure you make arrangements with Foxtel for payment in another way.
9. We may cancel this Direct Debit Service Request Agreement at any time by notice to you.
10. It is your responsibility to check your account statement to verify the amounts debited from your account are correct.
11. You should contact Foxtel on 131 999 if you want to query, or you have a complaint regarding, the amount or timing of our drawings on your account. You may also contact your financial institution or card issuer.
12. Direct debiting through the Bulk Electric Clearing System (BECS) is not available on all accounts. It is your responsibility to confirm with your financial institution that your nominated debiting account (if applicable) can accept direct debit through the BECS.

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