



Important info about your installation.

This guide covers your Foxtel from
Telstra installation terms.



Get switched on.

Inside you'll find an outline of your responsibilities regarding the installation, use and return of your Foxtel from Telstra Equipment.

If you've got a Foxtel Self Installation Kit please read these Installation Terms before you install your Equipment.

If you'd like some help with your Foxtel installation, give us a call on 13 2200.

01 Installation and Equipment	02
02 When this Agreement ends	09
03 Your Equipment	09

01 Installation and Equipment.

- 01.01 These Installation Terms cover how you install and use the Equipment and Infrastructure.
- 01.02 Any applicable service charges are set out in your Critical Information Summary.
- 01.03 If you're installing Foxtel from Telstra yourself, then:
 - a) these Installation Terms apply from when you begin your installation; and
 - b) your Installation Guide forms part of these Installation Terms.

Installing the Equipment and Infrastructure

- 01.04 We'll install the Equipment and Infrastructure at your Address – unless it's already installed and in working order, or you've bought a Foxtel Self Installation Kit.
- 01.05 We'll install the Equipment where you ask us to (such as at any connection points or cables), as long as there are no technical or other constraints preventing us from doing so.
- 01.06 For any regional or complex installation fees, we'll let you know about any technical constraints and give you a cost estimate before we start work. If you don't want to pay these costs, we won't be able to install the Service and you can cancel the Agreement without any any charges. Simply return your Equipment, if you have already received it.
- 01.07 You'll need to pay for any work by plumbers, electricians, etc, if we require their services to complete the installation. If you do not want these additional services, we won't be able to install the Service and you can cancel the Agreement without any any charges. Simply return your Equipment, if you have already received it.
- 01.08 We can add to or substitute Equipment at our discretion, as long as it won't negatively affect the Service. We'll always try to give you prior warning of any changes we intend to make to the Equipment.

Foxtel Self Installation Kit

- 01.09 This section applies to Foxtel Self Installation Kit customers.
- 01.10 By choosing to install the Equipment yourself, you take sole responsibility for doing so correctly. If you're upgrading or downgrading your Service, you're also responsible for returning the Equipment as per the instructions in your Foxtel Self Installation Kit.

- 01.11 If you ask anyone to help you install the Equipment, you are responsible for their actions.
- 01.12 You must follow the Installation Guide when installing the Equipment. If you need any help with your Foxtel installation, you can call us on 13 2200.
- 01.13 If you can't install the Equipment yourself and we need to come and complete the installation for you, we may charge you a professional installation fee. If the problem was caused by us or our suppliers (there's a fault with the Equipment, for instance), then you won't have to pay this fee.
- 01.14 Before you activate the Smart Card, you should check the Equipment is functioning properly by making sure you can view the Foxtel Help Channel.

Access

- 01.15 You need to provide us and our Suppliers with access to your Address so we can install, maintain, inspect or remove the Equipment or Infrastructure. You also need to meet our reasonable requirements for the safety of any personnel who perform this work.

Permission

- 01.16 You're responsible for getting any permission or authorisation we need to complete installation, maintenance, removal or inspection of the Equipment and Infrastructure. (If you live in a multi-dwelling unit block or townhouse complex, for example, you'll need permission from the owners' corporation.)

Owner's Directions

- 01.17 If the owners' corporation or owner of your Address demands we remove any Equipment or Infrastructure, you may be liable for the costs we incur and we may cancel this Agreement.

Visiting your Address

- 01.18 We'll agree to a date with you to install, maintain, inspect, remove or repair the Equipment or Infrastructure and do our best to keep the appointment, subject to paragraph 01.20.

Existing Equipment and Infrastructure

- 01.19 If you've bought a Foxtel Self Installation Kit, you need to make sure all necessary Infrastructure has been installed and is in working order at your Address to receive the Service. If any additional Infrastructure is needed, contact us before you begin to install the Equipment.

- 01.20 If your Address is in certain regional areas, such as north Western Australia and some remote areas of New South Wales, Northern Territory, Queensland, South Australia or Tasmania, and you've bought a Foxtel Self Installation Kit:
- a) you'll need to arrange for installation of the Infrastructure yourself with a qualified installer. This includes any Third-Party Services (like an electrician). The service providers you choose won't be working for us, so we can't be responsible for the materials or work;
 - b) except for any Infrastructure we provide, you'll own the Infrastructure and the restrictions in these terms and conditions about who owns it and how it can be used won't apply to that Infrastructure.
- 01.21 When Equipment or Infrastructure is already installed at your Address and in working order, we can use it to provide you with the Service.

How you can use the Equipment and Infrastructure

- 01.22 You can use the Equipment and Infrastructure to receive the Service at your Address as per this Agreement, but not for any other purpose.
- 01.23 We either own, or have a right to use and continue to use, the Equipment and Infrastructure. You don't have any property or ownership rights in the Equipment or Infrastructure unless this Agreement says otherwise. In particular, and subject to paragraph 01.27, you don't own the Equipment that comes with a Foxtel Self Installation Kit.

Buying a kit only gives you the right to use the Equipment for the period of the Service Agreement. You have to tell anyone who plans to remove the Equipment that it doesn't belong to you. However, this clause doesn't apply to a satellite dish and cabling to the wall plate at your Address, which you own once we've installed it.

Broadband Connection and technical requirements

- 01.24 You need to have an active, eligible Broadband Connection connected to an internet-enabled Foxtel PDR if you want to use the Foxtel remote control to order On Demand Pay Per View or Main Event programs via the Foxtel Guide. That's because these interactive services will use your Broadband Connection (as applicable) to communicate with us.

Broadband Connection

01.25 To access Foxtel Store Movie rental and TV Show rental through Foxtel from Telstra, you'll need:

- a) an eligible Telstra Home Broadband (not available in all areas) Connection with a minimum speed of 1.5Mbps;
- b) a current internet-enabled Foxtel PDR;
- c) to have connected the Telstra Wi-Fi Modem (Wi-Fi Modem Router) to your internet-enabled Foxtel PDR as per any installation instructions; and
- d) to have activated Foxtel Store Movie rental and TV Show rental on your Foxtel HD Service or Foxtel SD Service by calling us on 13 2200.

01.26 If you are on an eligible broadband plan under which your speed is reduced once a certain data amount has been used, you may not be able to access Foxtel Store Movie rental and TV Show rental when your speed has been reduced.

01.27 Any costs relating to the Broadband Connection you use are your responsibility unless otherwise specified. From time to time, we may advise that certain Broadband Connections or plans are not suitable for these services.

Things you have to do with the Equipment and Infrastructure

01.28 You must:

- a) Follow any manuals, instructions or directions from us when using the Equipment or Infrastructure.
- b) Keep the Equipment and Infrastructure we own or control in good and usable condition (fair wear and tear excepted) until it is returned to or collected by us.
- c) Call Foxtel on 13 1999 as soon as possible, if the Equipment or Infrastructure is damaged, stolen, lost, destroyed or interfered with in any way.
- d) Call us on 13 2200 if the details on a Work Order change.
- e) Have appropriate cover for all insurable risks associated with the Equipment and Infrastructure, from the time it's installed until you return it to us.
- f) Obtain an agreement (in a form acceptable to us) if we ask you to, from any landlord or other person with a security interest in your Address, acknowledging our ownership of the Equipment and Infrastructure and agreeing that we can enter the Address and remove the Equipment and Infrastructure with reasonable notice.

Things you can't do with the Equipment and Infrastructure

- 01.29 You must not, and you must not allow anyone else, to:
- a) Connect, use or permit the use of any Equipment or Broadcast Decoding Device which can split, record, download, re-encode or affect the Service, or which is intended to override any technological protection measure.
 - b) Fix the Equipment to any property at your Address; remove or attempt to take any Equipment or Infrastructure; or damage, repair, maintain or interfere with or make any connections to the Equipment or Infrastructure without our consent.
 - c) Insert, remove or replace the Smart Card unless we either ask you to, or you're following the Installation Guide for your Foxtel Self Installation Kit.
 - d) Tamper with a Foxtel Box in any way, or break the tamper-evident seal on a Foxtel Box.
 - e) Try to remove or tamper with any hardware contained in a Foxtel Box, including the hard drive.
 - f) Do anything inconsistent with our, Foxtel's, or our other Suppliers' rights in the Equipment or Infrastructure, including:
 - i) Removing any marking or notice which identifies the Equipment or Infrastructure or who owns it.
 - ii) Offering the Equipment for sale.
 - iii) Creating or allowing any security interest to be created over the Equipment.
 - iv) Giving up possession of the Equipment, except as allowed by this Agreement.

For the purposes of this section:

Broadcast Decoding Device means any device which is designed or adapted to enable access to the Service without our authorisation. This includes using an unauthorised Smart Card or any other device which makes it possible to circumvent the systems we use to manage access.

Technological Protection Measure means any device or process which we use to prevent or inhibit the infringement of copyright.

When we'll repair or replace the Equipment and Infrastructure

- 01.30 You may have rights under non-excludable consumer protection laws for Equipment or Infrastructure to be repaired, replaced or to receive a refund (for example if the Equipment is not of acceptable quality).
- 01.31 If there's an Equipment or Infrastructure fault caused by us which stops you receiving the Service, we'll reduce your Subscription Fee in proportion to the number of days you didn't receive the Service.
- 01.32 If the Equipment or Infrastructure (including a satellite receiving dish) is faulty because you damaged it or used it improperly (including moving it to a new Address) or breached the Agreement in any other way, we may charge you for repairing or replacing it. We'll endeavour to let you know the expected cost before we start work.
- 01.33 If you report a fault and we can't find it, or find it wasn't caused by us, we'll charge you a service call fee. The fee may vary depending on your location, but we'll endeavour to let you know the expected cost before we start work.

Replacement Smart Card or Remote Control

- 01.34 If a Smart Card needs to be replaced for any reason, you'll need to pay a replacement fee unless the device was defective through no fault of yours.
- 01.35 Subject to additional rights you may have under any laws which cannot be excluded, or any provision of this Agreement, we will repair and if necessary replace any remote control unit at our cost for a period of 12 months from the time this Agreement starts. If the remote control unit is faulty because you have damaged or mistreated it or used it otherwise than in accordance with this Agreement, then you'll need to pay a replacement fee.

If Equipment or Infrastructure is lost or stolen

- 01.36 You must inform us immediately if any Equipment or Infrastructure is lost or stolen. You should also contact the police if any Equipment or Infrastructure is stolen, and provide us with any report or incident number the police give you.

You may also need to pay an unrecovered Equipment fee to replace lost or stolen Equipment or Infrastructure.

Removing or relocating the Equipment and Infrastructure

01.37 If you ask us to remove or relocate the Equipment or Infrastructure after we've installed it (including re-pointing the satellite dish) you'll need to pay a service call fee. A regional service fee may also apply and the fee may vary depending on your location. We will endeavour to let you know the expected cost before we start work. Unless this Agreement or the law says otherwise, we won't be obliged to repair any damage not caused by us or our Suppliers that was caused by the removal or relocation of the Equipment or Infrastructure.

Adding to the Equipment and Infrastructure

01.38 If you ask us to provide you with additional Equipment and Infrastructure over the course of the Agreement, you'll need to pay the rates set out in the Critical Information Summary or otherwise notified to you from time to time. We'll tell you if we need to install extra Equipment or Infrastructure to add another Foxtel Box, and we'll endeavour to let you know the amount of any charges before we start work.

Sale of Premises

01.39 If you sell your home, you must do your best to let the purchaser know the Equipment and Infrastructure belongs to us or our Supplier. If you don't own your home, then you must do your best to let the owner know about the provisions of these Installation Terms.

Work Order

01.40 We'll give you a Work Order whenever we repair, maintain, relocate, remove, install or add to any Equipment or Infrastructure.

- a) By signing our Work Orders, you acknowledge that you've received this Agreement; that you are satisfied with how the Equipment and Infrastructure are functioning; and that you're satisfied with the work we've done. If this is not the case, don't sign the Work Order and contact us. We ask you to keep a copy of every Work Order for your records.
- b) You won't receive a Work Order with your Foxtel Self Installation Kit.
- c) If you had an existing contract with Foxtel or another Foxtel provider immediately before the start of this Agreement, you acknowledge that the Equipment and Infrastructure is functioning properly at the time this Agreement starts.

01.41 If your Address is in certain remote areas, including north Western Australia and some remote areas of New South Wales, Northern Territory, Queensland, South Australia or Tasmania then the references to Infrastructure in paragraphs 1.20, 1.21, 1.26, 1.28 and 1.31 to 1.33 don't apply to Infrastructure you own.

This means:

- a) We don't have ownership rights in your Infrastructure.
- b) You don't need to inform us of any damage, loss or changes to your Infrastructure.
- c) You'll be responsible for repairing, maintaining or replacing your Infrastructure as necessary, including when your Infrastructure is lost or stolen.
- d) You'll make the arrangements and pay the costs if you decide to add to, remove or relocate your Infrastructure.

02 When this Agreement ends.

Returning the Equipment

02.01 If this Agreement is cancelled for any reason, you must follow any instructions from us for the return or collection of our Equipment and Infrastructure.

What happens if you don't return the Equipment or Infrastructure

02.02 If you don't return the Equipment or Infrastructure when asked, you'll be charged an unrecovered Equipment fee.

02.03 When the Equipment or Infrastructure is received, we'll remove the unrecovered Equipment fee from your account and give you a receipt. Please keep this receipt in case you ever need to prove the Equipment or Infrastructure was returned.

Third Party Services

02.04 You acknowledge that if this Agreement is cancelled, any Third Party Service Provider is not allowed to use the Equipment to provide their service to you.

Reconnecting your TV

02.05 If this Agreement is suspended or cancelled for any reason, you'll be responsible for reconnecting and tuning your Equipment to receive broadcast TV.

03 Your Equipment.

03.01 You must ensure that any Equipment at your Address which is directly or indirectly connected to the Equipment or Infrastructure as permitted by this Agreement (e.g. your television set), is operated according to the manuals for that Equipment.

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13 2200



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