



THE AUSTAR for Schools offer to schools in regional Australia.

At AUSTAR we believe that quality education for our youth is integral to the bright future of Australia. *AUSTAR for Schools* is our way of making a positive contribution to that future by providing schools in our regional service area, the kind of television and internet resources that makes learning exciting, challenging and fun for students of all ages.

AUSTAR would like to offer you the opportunity to take part in our *AUSTAR for Schools* program in which AUSTAR will provide for FREE a satellite dish, decoder box, installation and connection to 24 quality channels including:

A-PAC	The History Channel
ABC1	The LifeStyle Channel
Al Jazeera	LifeStyle FOOD
Animal Planet	National Geographic Channel
Aurora Community Channel	Nat Geo Wild
BBC Knowledge	NITV
BBC World News	Ovation
CNN	SBS1
Discovery Channel	SBS2
Discovery Home & Health	Sky News
Discovery Science	Sky News Business Channel
Discovery Travel & Living	The Weather Channel

The AUSTAR for Schools Service does NOT include; (i) the MyStar Service or (ii) any additional channels.

The History Channel, ABC1, National Geographic Channel, and SKY News all develop support material for teachers and students to use in hand with the programming. These are developed by qualified teachers to meet curriculum requirements and can be found on the AUSTAR for Schools website – www.schools.austar.com.au.

Video taping of material is permitted under the statutory licence applicable to schools that are members of the Screenrights scheme. If you are a member of that scheme, no additional fees need be paid to copy AUSTAR TV broadcasts.

AUSTAR requests that schools using our free service place the outlet in a readily accessible area, such as the library or communications center.

A copy of the AUSTAR for Schools Customer Agreement including our standard terms and conditions is attached. Please read the documents and if you agree with the Customer Agreement, please sign and return it to us **via Fax to 07 5560 6999**. Please remember to make a copy of the document for your school. We would ask that the designated member/s of staff who will be dealing with the AUSTAR agreement be indicated clearly on the contract for ease of communications. On receiving the signed agreement we will make arrangements for connection, and once completed we can welcome your school and students to our invaluable education service.

The *AUSTAR For Schools* program is available to all Primary and Secondary schools within AUSTAR's service area.

Yours sincerely,

AUSTAR for Schools

AUSTAR For Schools Customer Agreement

SCHOOL INFORMATION SCHEDULE



Fax to: 07 5560 6999

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SCHOOL DETAILS

School Name:
(“Customer”)

Principal Name:

Service Address:
(If no street numbers available, nearest crossroads)

(Address for Installation of Equipment)

Building Details:
(e.g. Roof type, external Walls, no. of storeys)

Please note: certain remote Service Addresses are classified by AUSTAR as an ‘Owner Install’ address. This means that the AUSTAR Owner Install and Maintenance Policy and Owner Install Agreement apply and that the AUSTAR for schools service may differ. If you are an Owner Install customer to AUSTAR, AUSTAR will provide you with a decoder box and you agree that you will install and maintain at your own cost a satellite dish capable of receiving the AUSTAR signal.

Type of School
(eg. Primary of Secondary)

Number of Enrolled students:

No. of teachers

School Rep. Contact
(Authorised Representative)

Phone:

(Business)

(Other)

Fax:

Email:

DETAILS OF AGREEMENT

Product	Price incl. GST
Replacement Decoder Box	\$300.00
Replacement Remote Control	\$21.95
Replacement Smartcard	\$27.50
Standard Move Address	\$24.95
Remote Move Address	\$99.95
Relocate Outlet	\$29.95

*Only 1 outlet will be provided.

Description of Service: (Channel Details) (include any special arrangements)	A-PAC	Discovery Channel	Ovation
	ABC1 State Specific	Discovery Home & Health	SBS1
	Al Jazeera	Discovery Science	SBS2
	Animal Planet	Discovery Travel & Living	Sky News
	Aurora Community Channel	LifeStyle FOOD	Sky News Business Channel
	BBC Knowledge	National Geographic Channel	The History Channel
	BBC World News	Nat Geo Wild	The LifeStyle Channel
	CNN	NITV	The Weather Channel

* Interactive applications are available for the Sky News channel and The Weather Channel.
The AUSTAR for Schools Service does NOT include; (i) the MyStar Service or (ii) any additional channels.

Monthly Fee:	\$NO CHARGE	Non-Recurring Charges
Installation Fee:	\$NO CHARGE	Per AUSTAR for Schools
Magazine	\$NO CHARGE	One (1) monthly AUSTAR Magazine at no charge
TOTAL PER MONTH:	\$NO CHARGE	Rate Card Attached

Commencement Date:

AUSTAR for Schools Customer Agreement terms and conditions apply (see following pages)

Signed for and on behalf of the customer by its authorised Representative:

Print Name _____
Position _____
Date _____

Signed for and on behalf of AUSTAR Entertainment Pty Ltd:

Print Name _____
Position _____
Date _____

AUSTAR for Schools

Customer Agreement

1 Agreement

1.1 This Agreement

This agreement includes the following documents:

- (a) these terms and conditions;
- (b) the accompanying School Information Schedule; and
- (c) the Work Order

1.2 Authorised Persons

We may use Authorised Persons to perform our obligations under this agreement.

1.3 Variation

- (a) We may vary any term of this agreement at any time by giving you at least 21 days notice.
- (b) If any variation has more than a nominal detrimental effect on you, then you may, within 30 days of receiving notice of the variation, terminate this agreement by giving us at least 30 days notice, and if you do, the variation will not be applied to you.

2 Term

2.1 Fixed Term

This agreement starts when we contact you to confirm that we have received your application to receive our AUSTAR for Schools service and will continue for 12 months from the Commencement Date (the **Initial Term**).

2.2 Expiry of Initial Term

This agreement continues after the expiry of the Initial Term for further terms of 12 months each until terminated in accordance with **clause 8.1** below.
AUSTAR for Schools Service.

3 AUSTAR for Schools Service

3.1 AUSTAR for Schools Service

We will provide you the AUSTAR for Schools service described in the accompanying School Information Schedule.

3.2 Use of AUSTAR TV Service

The AUSTAR for Schools Service is provided for use by the School at the Service Address only and may only be exhibited in the Public Viewing Area in which the service outlet is installed. You must not use the AUSTAR for Schools Service for commercial purposes and must not charge for the right to view programming included in the service.

3.3 Unauthorised use of the AUSTAR for Schools Service

You must not copy the AUSTAR for Schools service except with our permission or in accordance with a Screen Rights Licence. In addition, you must not split, redirect, redistribute or otherwise offer or supply any AUSTAR for School service to any other place outside the School's designated Public Viewing Area without our prior written authorisation. We may suspend provision of the AUSTAR for Schools service or terminate this Agreement if we reasonably believe that you have breached this clause or **clause 3.2**.

3.4 Changes to AUSTAR for Schools Service

We may vary the AUSTAR for Schools service at any time, including the programs, channels, products, content or transmission times.

3.5 Parental Control

We provide a parental control facility in connection with your use of the AUSTAR for Schools service. It is your responsibility to set up and activate the parental control functionality and keep the PIN secure.

4 Equipment

4.1 Equipment

We will provide you with Equipment in order to enable you to receive the AUSTAR for Schools service. We will not provide you with a television set or monitor. If we are not able to provide you with the Equipment you need to receive the AUSTAR for Schools service, we will advise you when you order the AUSTAR for Schools service. You may only use the Equipment to receive the AUSTAR for Schools service, and not for any other purpose.

4.2 Access

You must provide us and our Authorised Persons with safe access to the Service Address for the purpose of installing, maintaining, using, removing, replacing or repairing the Equipment. You must comply with the reasonable

requirements of our employees and our Authorised Persons regarding access to the Service Address, including those regarding their safety.

4.3 Installation

We or our Authorised Persons may install the Equipment at the Service Address. You must provide a suitable place at the Service Address for installation of the Equipment. If we are not able to install the Equipment and you need to obtain services from a third party in order to enable the installation, we will advise you when you order the AUSTAR for Schools service. You must provide electricity and power points for the Equipment at your own expense. We do not guarantee that we will meet any agreed date or time for installation of the Equipment or any other access by us to the Service Address. You or we may terminate this agreement if installation of the Equipment is not completed within 90 days of you ordering the AUSTAR for Schools service and the failure to install is not due to or contributed to by the terminating party.

4.4 Unauthorised use of Equipment

Unless otherwise expressly advised to you in writing, we retain the legal and beneficial ownership of the Equipment at all times. You must not remove any marking which identifies our ownership of the Equipment. You must not do anything inconsistent with our ownership of the Equipment including but not limited to selling or offering the Equipment for sale, creating or allowing a security interest to be created over the Equipment, or parting with possession of the Equipment. You must not alter, tamper with or attempt to repair the Equipment. You must not relocate or remove the Equipment from the designated Public Viewing Area without our prior approval. If you wish to relocate the Equipment for any reason (including to another place at the Service Address), you must notify us in writing. You must pay a charge for removal or relocation of the Equipment, which will be based on the then current AUSTAR For Schools Rate Card and assessed having regard to the nature and location of the Service Address and work required.

4.5 Loss of & Damage to Equipment

You must keep the Equipment in good repair, fair wear and tear excepted. If the Equipment is lost, stolen, damaged or faulty you must contact us immediately. We will repair or replace the Equipment, but may charge you the Equipment replacement fee and service call fee specified in the AUSTAR For Schools Rate Card. We will charge you these fees unless, because of your rights under the Trade Practices Act and Fair Trading Laws, you are entitled to have the Equipment repaired or replaced free of charge, for example, because the Equipment is not of merchantable quality. We will charge you these fees where the Equipment is damaged because you have misused the Equipment or breached this agreement.

4.6 Smartcard

You must only use the Smartcard at the Premises and with the other Equipment provided by us. We will replace the Smartcard in the event that the it is lost or damaged, and will do so free of charge on one occasion only.

Thereafter, replacement Smartcards will be subject to the charge set out in the then current AUSTAR For Schools Rate Card.

5 Your Obligations

5.1 Billing

You will not receive any invoices for recurring monthly charges. However, we may send you invoices from time to time for non-recurring charges attributable to loss or damage to Equipment or its removal or relocation, in each case in accordance with the then current AUSTAR For Schools Rate Card. You must keep us updated on all changes to the School Details included in the School Information Schedule.

5.2 GST

Fees and charges specified in this agreement include goods and services tax at the rate of 10%. If the rate of GST is varied at any time, all fees and charges will be adjusted without notice to take account of this variation, and you may not terminate this agreement because of this variation. We will provide a tax invoice to you within 28 days of your request to us.

5.3 Intellectual Property

You must not publish or use, without our prior written consent, any trademark, trade name, logo or service mark of ours. You indemnify us against any claim, loss or damages arising out of any unauthorised use by you of any third party intellectual property rights in relation to the AUSTAR for Schools Service.

5.4 Consent

The Work Order requires you to declare that you have obtained all necessary consents of the owner/s of the Service Address or any equipment on which the AUSTAR for Schools Service is to be installed. If you falsely declare that you have obtained all necessary consents, you are liable to us for any claim made by the owner/s regarding the installation. If the owner/s require us to remove the Equipment from the Service Address, then we may charge you an Equipment removal fee and/or a service call fee. If the premises at the Service Address are sold to a person or an entity which qualifies for the AUSTAR for Schools Service, you must use your best endeavours to ensure that the purchaser agrees to observe the terms of this agreement with regard to the Equipment and in particular, you must notify the purchaser that the Equipment is our property.

5.5 Security

You must take reasonable steps not to disclose any usernames, passwords, passcodes (including but not limited to PINs) or account information to unauthorised persons. If you do disclose such information to an unauthorised person, you must immediately notify us. Until you notify us, you will be responsible for any unauthorised use of the AUSTAR for Schools Service

facilitated by the use of disclosed information. You will be liable for any transaction that is initiated from Equipment provided to you by us.

5.6 Credit Risk

We may terminate or suspend this agreement if we have reasonable grounds to believe that the any fees (if applicable) will not be paid or that the Equipment will not be returned following reasonable notice from us requiring you to do so.

6 Liability

6.1 Service Availability

AUSTAR is not available in some areas of Australia. We cannot and do not accept responsibility for interruption or delay to the AUSTAR Services due to any events beyond our reasonable control including weather and defaults of third party suppliers. You may terminate this agreement if there is a prolonged interruption to the AUSTAR for Schools Service of more than 14 days provided that you notify us of the termination by notice in writing following this interruption. No Early Termination Fee will apply.

6.2 No Liability for Content

We do not warrant or represent that the content of the AUSTAR for Schools Service is suitable for viewing by any particular audience. We do not accept responsibility for the accuracy of information contained in the AUSTAR for Schools Service.

6.3 No Warranties on Service/Equipment

Nothing contained in this agreement excludes, restricts or modifies any rights you have under the Trade Practices Act and Fair Trading Laws which cannot be lawfully excluded or limited. For example, your rights include an assurance from us that any services provided are provided with due care and skill and that any materials supplied in connection with those services are reasonably fit for their purpose and that any goods supplied are of merchantable quality. Other than as referred to above or expressly stated in this agreement, AUSTAR does not make any promises or warranties, whether express or implied, about the AUSTAR Services or any Equipment.

6.4 Damage to Premises

You accept that the installation of the Equipment may involve alteration to the premises at the Service Address. We do not accept any liability for damage to the premises at the Service Address caused by pre-existing structural defects, except where we have breached any of your rights under the Trade Practices Act or Fair Trading Laws which cannot be lawfully excluded or limited.

6.5 Damage to your equipment

We do not accept any liability for any damage to your equipment which may occur due to using the AUSTAR for Schools Service, including any burn-in suffered to your television monitor, except where we have breached any of

your rights under the Trade Practices Act or Fair Trading Laws which cannot be lawfully excluded or limited.

6.6 Indirect Loss

Except where we have breached any of your rights under the Trade Practices Act or Fair Trading Laws which cannot be lawfully excluded, we do not accept any liability in contract, negligence or on any other basis for any indirect loss, consequential loss, special loss, economic loss, loss of data, loss of profits, loss of income, loss of revenue or loss of goodwill, arising out of or connected in any way with this agreement.

7 Security and Customer Information

When you apply for and use the AUSTAR for Schools Service, we will collect personal information about you (that is, information from which your identity reasonably can be ascertained). The personal information we collect about you will include your name, address, contact details (including your telephone numbers and email address), information for identification purposes, information about your credit card or bank account details and information to help us to assess your credit application where relevant. We will also hold information relating to the provision of the AUSTAR for Schools Services to you and information provided by you in connection with the agreement or any other products and services we provide to you.

7.1 Purpose of Collection

We need to collect personal information about you for several reasons. This includes setting up and managing your account, so we can provide you with the products and services you have requested, and so we can manage our relationship with you as a customer. If you don't provide us with your personal information, we won't be able to provide you with the AUSTAR for Schools Service and might not be able to provide you with other products and services.

We also need to collect personal information so that we can keep you informed about the AUSTAR for Schools Service, and other products and services that may be of interest to you.

7.2 Use and Disclosure

We will use and disclose your personal information for purposes permitted by the Privacy Act 1988 (Cth) and purposes that you consent to under this clause.

You consent to us using and disclosing your personal information:

- (a) to enable us to perform our obligations to you under the agreement;
- (b) to enable us to ensure that you perform your obligations under the agreement;
- (c) to a credit reporting agency. The disclosures we make will include information relating to your credit application including identifying information about you, the fact you have applied for credit (and the

amount). We may also subsequently disclose information about your credit relationship with us to a credit reporting agency;

- (d) to maintain a credit information file about you;
- (e) to carry out our own credit assessment on you;
- (f) for planning and research purposes including disclosure to organisations associated with the provision of our services, such as content and channel providers, for marketing and analysis purposes;
- (g) for promotional and marketing purposes. Unless you notify us under **clause 7.3** below, we will use your personal information to contact you (including by telephone and email) with promotional and marketing information about AUSTAR's services, where relevant, and also about third party products and services that may be of interest to you. We will understand that this is an ongoing consent unless you tell us otherwise; and
- (h) to a potential purchaser of, or investor in, any business conducted by us.

7.3 Opting Out

You may request that your personal information not be used or disclosed for marketing or promotional purposes by:

- telephoning us on 132 432
- writing to us at AUSTAR, 'Privacy', Locked Bag 2000, Gold Coast Mail Centre, QLD 9726, or
- by email at privacy@austar.com.au or
- by visiting our website at www.austar.com.au.

You may also notify us of your marketing preferences, for example if you would like only to receive certain types of promotional material (eg. about the services provided by AUSTAR) or by certain delivery methods (eg. by SMS, but not by letter).

You can unsubscribe from electronic marketing communications (eg. emails and SMS) by using the unsubscribe facility in the message. However, if you use this type of unsubscribe facility, we will understand it to be a request from you to unsubscribe from electronic communications only (unless you indicate otherwise).

7.4 Our Privacy Statement

Further information on how we handle personal information about you including your right to seek access to personal information that we hold about you can be found in AUSTAR's privacy statement which is available on our website at www.austar.com.au or by calling AUSTAR on 132 432.

8 Termination

8.1 Terminating this agreement

- (a) We may suspend the AUSTAR for Schools Service or terminate this agreement:
 - (i) if you breach this agreement and, if the breach is remediable, you do not remedy the breach within a reasonable period of receiving notice from us requiring you to do so;
 - (ii) if we have reasonable belief that you have engaged in conduct in relation to the AUSTAR for Schools Services, which is fraudulent or unlawful, or which may cause us harm, or cause harm or distress to any of our employees or Authorised Persons;
 - (iii) if we are unable to continue to provide any of the AUSTAR for Schools Services to you due to legal, regulatory or technical reasons; or
 - (iv) as specifically permitted under any other term of this agreement.

If we do suspend the AUSTAR for Schools Service or terminate this agreement for one of these reasons, we will notify you.
- (b) You may terminate this agreement prior to the expiry of the Initial Term:
 - (i) as specifically permitted under any other term of this agreement; or
 - (ii) by providing us 30 days' written notice and paying any outstanding charges (including those relating to removal of the Equipment (if any)).
- (c) You or we may terminate this agreement once the Initial Term has expired by giving 30 days notice to the other.

8.2 Return of Equipment

Upon termination of this agreement for any reason, you are required to return any Equipment (except the satellite dish, dish mount and infrastructure cabling) in good repair to a location advised by us within 7 days of termination or as otherwise advised by us. If you fail to return the Equipment, we may take legal proceedings to recover the Equipment or charge you an Equipment replacement fee.

9 Miscellaneous

9.1 Governing Law

This agreement shall be governed by and construed in accordance with the laws of the state or territory in which the Service Address is situated.

9.2 Assignment

You must not transfer this agreement or any of your rights under it to anyone else without prior written consent from AUSTAR, which will not be refused without good reason. AUSTAR may transfer this agreement or our rights under it to a third party, but only if such transfer does not cause material detriment to you.

9.3 Severance

If any provision in this agreement is or shall become void, unenforceable or illegal it shall not affect the other provisions of this agreement and the remainder of this agreement shall have full force and effect.

10 Notice

10.1 How we give notice to you

We may give notices to you under this agreement by way of SMS, email, set-top-box messaging, facsimile, letter or publication on our web site or in the AUSTAR magazine.

10.2 How you give notice to us

You may give notice to us by phone on 132 432, by writing to us at AUSTAR, Locked Bag 2000, GCMC, QLD 9726 or by email at ask@austar.com.au.

11 Definitions

11.1 In this agreement, the following words have these meanings:

“agreement” means this agreement as more particularly described in **clause 1.1**.

“AUSTAR Services” means the AUSTAR for Schools Service and any installation or repair services and any other services we provide you under this agreement.

“AUSTAR for Schools Service” means the subscription television service offered to Schools via satellite and cable and described in clause 3.1 of this agreement and on the AUSTAR for Schools Service website at www.schools.austar.com.au.

“Authorised Persons” means our contractors, agents or suppliers who we use from time to time to perform the AUSTAR Services.

“Customer” means the customer named on the front page of this agreement and referred to as “you” in this agreement.

“Consumer Price Index” means the Consumer Price Index (all groups – weighted average of eight capital cities) published by the Australian Bureau of Statistics.

“Equipment” means any equipment (including replacement equipment) supplied by us to you in connection with the AUSTAR Services including (if supplied to you) a set-top unit, satellite dish, cabling, dish mount, remote control, and the Smartcard.

“Fair Trading Laws” means any fair trading or consumer affairs laws applicable to the supply of the Equipment and the AUSTAR Services in the state or territory in which the Service Address is situated.

“GST” means any value-added, consumption, turnover or similar tax, impost or duty on goods and/or services.

“Initial Term” means the fixed term of this agreement, as described in **clause 2.1**.

“Public Viewing Area” means a readily accessible public area within the premises of the Service Address, such as a library or communications centre, designated by you as the location for the viewing of the AUSTAR for Schools Service.

“School” means a primary or secondary school with 15 or more students within AUSTAR’s service area.

“Service Address” means the premises specified in the School Details included in the School Information Schedule as the location for installation of the Equipment for delivery of the AUSTAR for Schools Service.

“Smartcard” means the card we supply to you which permits you to receive the AUSTAR TV Service.

“Trade Practices Act” means the *Trade Practices Act 1971* (Cth)

“Work Order” means the form signed by you on or about the date of connection to the AUSTAR for Schools Service.

“we”, “us” and “our” means AUSTAR ENTERTAINMENT PTY LTD (ABN 93 068 104 530) as agent for CTV PTY LTD (ABN 71 064 416 128) and STV PTY LTD (92 065 312 450).

“you” and “your” means you, the AUSTAR Customer.

AUSTAR ENTERTAINMENT PTY LTD

ABN 93 068 104 530