

VISION ASIA INTRODUCTION PACK





Dear Subscriber,

Following is some mandatory information that we feel you should have about our product and services.

Channels: Vision Asia brings you 12 premium channels: Sony Entertainment Television, Colors, Zee TV, Star Plus, Star One, SAB TV, Zoom, Times Now, MTV India, NDTV India Set Max and Star Gold. Punjabi channel is an add-on channel and is also offered as a Stand alone Channel.

Installation:

To get connected to our channels you require:

For the satellite DTH service, an 85 cm KU Band Satellite dish, an IRDETO encrypted Decoder and a Smart Card (which will be provided by us; and for the IPTV service, an existing broadband (xDSL or cable) internet connection (which you must arrange) and possibly a Decoder and Smart Card, which we will provide if needed..

Full installation: we provide the entire equipment to you (other than a broadband internet connection (if needed) and get you connected (Charges as per the Services Rate Card).

Pot Plant Installation: if you are in a unit which has a north facing balcony, we can still get you connected by installing a dish in the balcony, in a pot plant, on a telescopic mount or on a Pallette . You need to obtain permission from your building management (Additional charges for equipment will apply)

If you are renting the property or are staying in a "Bodycorp" property written permission from your landlord or bodycorp Management is essential.

We however do not take any responsibility for a pot plant installation, telescopic mount or Pallette installation. In case of No Signal or at a later stage any loss of signal due to movement of the pot, service call charges as mentioned in the Services Rate Card will be applicable.

Decoder +Card: For the satellite DTH service, if you have a compatible dish, you can just take a Decoder and Smart Card from us (Charges as per the Services Rate Card).

Smartcard only: For the satellite DTH service, if you have a compatible dish and decoder, you can become a Smart Card only subscriber with us (Charges as per the Services Rate Card).

You are required to fill and post the Direct Debit Authorisation Form and Subscriber Application Form to us along with initial payment and we will get you connected within 7 to 10 working days on receipt of the forms.

Multiple Connection: Vision Asia's additional connection gives you the option to add an extra Vision Asia box/boxes to your existing subscription, in any room of your house. This way, you don't have to choose between comedies or news, movies or music, or sports and soaps anymore. For a small monthly fee you can enjoy Vision Asia on 2, 3 or all of your TVs. It's a great way to get even more value from your subscription.

Charges & Contract

24months Contract	Promotional offer for the month & Monthly subscription \$69.95
12 months Contract	Installation Charges to be quoted & Monthly subscription \$84.95
Student Package	(12 months Contract) Installation Charges to be quoted & Monthly subscription \$69.95
Freedom Package (No contract)	Installation Charges \$299.00 & Monthly subscription \$69.95

Payment: Can be made by Direct Debit either to your Credit Card or Bank account.

Billing: Subscription is charged on the 7th of every month.

As a subscriber you will also enjoy other benefits. You can visit our website www.visionasia.co.nz to get more information or can call us on 0508 933 546 to speak to one of our executives.

Thank you
Vision Asia

INSTALLATION AND TRANSFER CHARGES

Standard Installation-Metro Areas ¹	\$499.00
Standard Installation-Regional Areas ²	\$599.00
Stand Alone Standard Installation - Metro Areas ¹	\$299.00
Stand Alone Standard Installation - Regional Areas ²	\$399.00
Installation-Additional Connection ²	\$50.00
Non Standard Installation ³	to be quoted
Relocation	to be quoted
Non Standard Relocation	to be quoted
For additional wiring in other rooms	to be quoted
Voluntary cancellation by customer for any reason	\$30.00

MONTHLY SUBSCRIPTION

Basic Bouquet	\$69.95
Basic Bouquet with 12months contract ⁹	\$84.95
Stand Alone	\$25.00
Add-on Channel	\$9.95
Payment dishonoured charge (Cheque)	\$30.00
Payment dishonoured charge (Credit Card/Bank Account)	\$15.00

EQUIPMENT CHARGES

New Decoder + Smart Card ⁵	\$150.00
Smart Card only	\$50.00
Decoder only	\$100.00

VOLUNTARY SUSPENSION CHARGES

Monthly charge (Maximum period of suspension - 4months)	\$15.00(per connection per month)
Stand Alone Monthly charge (Maximum period of suspension - 4months)	\$5.00(per connection per month)

ADMINISTRATION CHARGES

Early Termination Charge	
• Within 12 months	\$350.00
• Within 13 to 24 months	\$200.00
Early Termination charges for 12months contract ⁹	\$200.00
Stand Alone Early Termination charges - Terminate with in 24months	\$160.00
Termination within 6 months(Add-on channel/Multiple Connections) ⁷	Unused Months
Reconnection after Suspension due to non-payment	\$50.00
Monthly Statement	\$5.00
Reconnection after disconnection(with Equipment)	to be quoted
Reconnection after disconnection (without Equipment)	to be quoted

SERVICE CHARGES

Replacing Damaged/Lost Remote	\$25.00
Replacing Lost/Damaged Smart Card	\$50.00
Service Call ⁴	to be quoted
Unrecovered Decoder ⁶	\$100.00
Unrecovered Card ⁶	\$50.00
Pot plant/Telescopic mount/Pallete installation to be quoted	to be quoted

¹ Up to a radius of 50 km from CBD
² Limited to a radius of 50 km outside the Metro area; for areas beyond this distance, a quote will be provided
³ Typically for installations on high buildings and commercial installations.
 Residential installations on single story houses are standard (i.e. ground + 1)
⁴ Where equipment is not Vision Asia property and/or the fault is not associated with Vision Asia's service, including pot-plant service calls
⁵ Courier charges apply
⁶ Charges will apply if equipment is not returned after disconnection. Charges also apply if replaced faulty equipment is not returned to Vision Asia.
⁷ Add-on Channel/Multiple Connections, subscribers will be charged for remaining period fo the contract
⁸ This fee only applies to subscribers with any additional connections beyond their first connection and this fee will be quoted based on the number of additional connections
⁹ 12 Months Contract and if the customer puts the connection on-hold during the first 12 month period then "the period" where the connection is on hold will be added to the contract term.
Please Note:
 Our installation engineers are not qualified to, or permitted to tune, install and/or troubleshoot equipment apart from those supplied by Vision Asia & they will do a standard installation with external cabling & will connect directly from decoder to TV. Kindly refrain from requesting such services, as your equipment may be at risk and Vision Asia will not be liable.

Physical Address VISION ASIA NZ LTD. 44 Roma Rd Mount Roskill Auckland 1041 New Zealand	Postal Address VISION ASIA NZ LTD. PO Box 27292 Mount Roskill Auckland 1440 New Zealand	AUCKLAND: Tel: (09) 621 0520 Fax: (09) 629 4852	NEW ZEALAND: Tel: 0508 933 546
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Offer

Subscriber Acquisition executive

PERSONAL DETAILS

*Title : *First Name..... *Last Name:

*Physical Address: *Suburb:..... *City:.....

Post Code: *Tel (Home)..... Tel (Work):..... *Mobile.....

Email: Referred by: Tel (Referrer):

*Proof of ID (Driving License/Passport/IRD)..... *Exp Date MM /

REQUIREMENTS

Installation	Structure	Dish Location	No. of Storeys	Ownership	Packages	Contract	Initial Charges	Monthly Charges
<input type="checkbox"/> Full Installation	<input type="checkbox"/> House	<input type="checkbox"/> Roof	<input type="checkbox"/> Storey you are residing on	<input type="checkbox"/> Owned	<input type="checkbox"/> Basic	<input type="checkbox"/> 24 months	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Credit Card
<input type="checkbox"/> Decoder+SmartCard	<input type="checkbox"/> Town House	<input type="checkbox"/> Northfacing Balcony		<input type="checkbox"/> Rented	<input type="checkbox"/> Add-on	<input type="checkbox"/> 12 months(\$84.95/month)	<input type="checkbox"/> Cheque	<input type="checkbox"/> Bank Account
<input type="checkbox"/> Smart Card Only	<input type="checkbox"/> Unit	<input type="checkbox"/> Telescopic mount	<input type="checkbox"/> No. of Storeys	<input type="checkbox"/> Bodycorp Approved	<input type="checkbox"/> Stand Alone	<input type="checkbox"/> 12 months ¹ (Student)		
<input type="checkbox"/> Multiple connections	<input type="checkbox"/> Commercial	<input type="checkbox"/> Other		<input type="checkbox"/> Other		<input type="checkbox"/> Freedom Package		

I acknowledge that the terms and conditions of the Vision Asia Subscription Agreement and Services rate card have been provided to me and that I have understood and agree to them I would like to subscribe to Vision Asia Pay TV services at my residence/commercial premises. All the above personal payment details have been provided by me for installation and billing purposes.

I understand that charges apply as explained in the Services Rate Card and that charges paid are non-refundable.

1. If I sign for 12 months contract, I understand that if I put services on hold, my contract term will be extended by the period of time my services are on hold.

*Customer's Name..... *Signature * Date:

IF YOU WANT TO PAY USING YOUR CREDIT CARD (We accept VISA or Master Card Only)

 My Credit Card number is:

 Holder's name on the Credit Card: Signature..... Expiry Date: /
MM YY
IF YOU WANT TO PAY USING YOUR BANK ACCOUNT

Bank **Branch** **Account No.** **Suffix**

 To: The Bank Manager,
 Name of the Bank/Branch:

City:

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.

*Account holder's Signature *Date:

AUTHORITY TO ACCEPT DIRECT DEBTS (Not to operate as an assignment or agreement)

AUTHORISATION CODE

0	1	0	8	3	9	7
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For Bank Use only					Bank Stamp
Approved: 0839		Date Received	Recorded by:	Checked by:	
August	2004				

1. The Initiator(a) Has agreed to give advance Notice of the net amount of each direct debit and the due date of debiting at least 10 calendar days before (but not more than 2 calendar months the date the direct debit will be initiated. This notice will be provided either:

(i) in writing; or

(ii) by electronic mail where the Customer has provided prior written consent to the initiator The advance notice will include the following message:-
 "Unless advice to the contrary is received from you by ("date), the amount of \$..... will be directly debited to your Bank account on (initiating date)."
 * This date will be at least two day prior to the due date to allow for amendment of direct debits(b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2. The Customer may:-(a) At any time. terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.(b) Stop payment of any direct debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the direct debit being paid by the Bank

3. The Customer acknowledges that:-
 (a) This authority will remain in full force and effect in respect of all direct debits made from me/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.

(b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.

(c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the direct debit has not been paid in accordance with this authority. Any other disputes lie between me/us and the initiator.

(d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of-- the accuracy of information about Direct Debits on Bank Statements- any variations between notices given by the initiator and the amounts of Direct Debits

(e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever In any such situation The dispute lies between me/us and the initiator.

4. The Bank may:-
 (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
 (b) At any time terminate this authority as to future payments by notice in writing to me/us.
 (c) Charge its current fees for this service in force from time-to-time.

* Mandatory fields

VISION ASIA SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

1. BACKGROUND

1.1 During the Term, the Service will be provided to You on the terms and conditions set out in this agreement, including the condition that You agree to pay, in accordance with clause 5:

(a) **the Installation Fee, if applicable; and**

(b) **the Subscription Fee for each month of the Term.**

1.2 Some of the words used in these terms have particular meanings, which are set out in the Dictionary in clause 14.

1.3 Unless the context indicates otherwise, all references to VISION ASIA include references to independent contractors who provide services to VISION ASIA.

1.4 In relation to the matters the subject of this Agreement, You agree that You will provide to VISION ASIA all such assistance as VISION ASIA may reasonably require in a timely manner.

2. THE SERVICE

2.1 VISION ASIA will provide the Service to You on the term and conditions set out in this Agreement.

2.2 The Channels will be provided to you by means of:

(a) **the satellite DTH service; or**

(b) **the IPTV service,**

as selected by You in the Subscriber Application Form.

2.3 VISION ASIA will use reasonable skill and care in providing the Channels, but may vary the content of any Channel or broadcast times or stop providing any Channel without notice. VISION ASIA is not liable for any loss or disappointment You may suffer as a result.

2.4 You acknowledge that VISION ASIA is not responsible for determining the content scheduling and sequence of programmes included on the Channels including, without limitation, any advertisements, promotions or other interstitials or data inserted in such Channels. You must not make any claim against VISION ASIA in relation to same.

2.5 VISION ASIA will use all reasonable endeavours to ensure that the Channels are available to You, however, You acknowledge and agree that VISION ASIA will not, under any circumstances, be liable for any unavailability of the Channels or for any breaks or deterioration in the signal quality where same is beyond the reasonable control of VISION ASIA.

2.6 The Channels are provided for Your private use only. You must not retransmit the Channels to any other person, or copy any of the Channels, or show the Channels in a public place.

2.7 VISION ASIA will handle all enquires and complaints. VISION ASIA's contact details have been provided to You with this agreement.

3. THE DISH AND RECEPTION EQUIPMENT

3.1 If You have subscribed for the Service to be provided by the satellite DTH service, VISION ASIA will supply You with a Dish and Reception Equipment. You consent to the installation of the Dish and Reception Equipment by VISION ASIA on the terms in this clause 3 and clause 4 .

3.2 If you have subscribed for the Service to be provided by the IPTV service, VISION ASIA may need to supply You with

Reception Equipment, depending on the equipment you already have in your home. If VISION ASIA is required to supply You with Reception Equipment, You consent to the installation of Reception Equipment by VISION ASIA on the terms in this clause 3 and clause 4 .

3.3 VISION ASIA may add or substitute the Dish and/or Reception Equipment at its absolute discretion.

3.4 VISION ASIA will install the Dish and/or Reception Equipment in Your home, if appropriate Dish and/or Reception Equipment is not already installed. VISION ASIA will agree with You the date on which VISION ASIA will install the Dish and/or Reception Equipment. However, if VISION ASIA cannot install the Dish and/or Reception Equipment on the agreed date and/or time, VISION ASIA is not liable for any loss You may suffer as a result.

3.5 VISION ASIA will attempt to install the Dish and/or Reception Equipment to Your home in accordance with Your directions, but VISION ASIA may make the final decisions on installation of the Dish and/or Reception Equipment. Unless VISION ASIA in its discretion expressly agrees otherwise, such installation will only involve the connection of the Reception Equipment to Your nominated television. They will do a standard Installation with external cabling & will connect directly from decoder to TV. In the event that VISION ASIA agrees to some other method of connection of the Reception Equipment requested by You, such as connection through Your VCR, VISION ASIA will have no liability to You as a result of same.

3.6 You must provide VISION ASIA with safe access to Your home. This includes providing safe access to allow for VISION ASIA to install, repair, maintain or remove the Dish and/or Reception Equipment, as required by VISION ASIA, at any time during this agreement or after termination of this agreement.

3.7 You promise that You are the owner of Your home, or are the occupier of it under a lawful lease or agreement and that You have obtained any necessary permission to allow VISION ASIA to install, repair, maintain and remove the Dish and/or Reception Equipment, as required by VISION ASIA.

3.8 If You rent Your home, You must notify the owner of the terms of this clause 3 and use Your best endeavours to ensure that the owner of Your home complies with these terms and conditions. If Your home is sold and You remain the tenant, You must use Your best endeavours to ensure that the purchaser agrees to observe the terms of this agreement.

3.9 You indemnify VISION ASIA against any liability it may incur to any person with an interest in Your home in connection with the installation, repair, maintenance or removal of the Dish and/or Reception Equipment, as required by VISION ASIA.

3.10 Upon installation of the Dish and/or Reception Equipment, You will be requested to sign an Acknowledgment. Signing an Acknowledgment will confirm that the work detailed on the Acknowledgment was carried out to Your satisfaction, the Dish and/or Reception Equipment (as applicable) was in working order at the date of installation and that You are satisfied with the quality of reception of the Channels.

3.11 If You require VISION ASIA to remove all or any part of the Dish or Reception Equipment or both, VISION ASIA may charge You for the costs of removal, and VISION ASIA will not be required to make good any damage to Your property caused by such removal.

3.12 In the event You enter into any agreement with the Installer

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to undertake any other works for You other than those expressly authorised by Vision Asia, You are solely responsible for any charges incurred or any damage to the property etc.

- 3.13 In the event that the Dish and/or Reception Equipment is faulty and such fault has been verified by VISION ASIA or its contractor, You must return that equipment to VISION ASIA in accordance with VISION ASIA's reasonable instructions. In the event that You fail to comply with VISION ASIA's reasonable instructions, VISION ASIA reserves the right to charge You for any costs incurred as a result including, without limitation, the cost of recovering or replacing the equipment.

4. OWNERSHIP AND USE OF THE DISH AND RECEPTION EQUIPMENT

- 4.1 The Dish and/or the Reception Equipment provided by Vision Asia remain the property of VISION ASIA at all times and You must ensure that they sustain no damage, except for fair wear and tear. VISION ASIA may add to, maintain or substitute Equipment at its absolute discretion.
- 4.2 You must not use or permit anyone else to use either the Dish and/or the Reception Equipment provided by VISION ASIA (which for the avoidance of doubt includes the Smart Card) without the permission of VISION ASIA. VISION ASIA permits You to use the Dish and/or the Reception Equipment, as provided by VISION ASIA, only to receive the Channels in accordance with this agreement.
- 4.3 You must not remove any marking or digital signatures which identify the Dish and/or the Reception Equipment, as provided by VISION ASIA, as belonging to VISION ASIA.
- 4.4 You must provide a suitable place and conditions for the Dish and/or the Reception Equipment, as provided by VISION ASIA, and its installation. You must provide electricity and power points for the Dish and/or the Reception Equipment, as provided by VISION ASIA, at Your own expense.
- 4.5 If Your home is sold and You remain the tenant, You must notify the purchaser that the Dish and/or the Reception Equipment are the property of VISION ASIA. This clause 4.5 applies to the first and any subsequent sale.
- 4.6 If You rent Your home and You move to a new home, You must notify us and this agreement may be varied in accordance with clauses 11.1 and 11.2.
- 4.7 If you relocate to a bodycorp property then, written permission from bodycorp management is essential for installation. In case the permission is denied by the bodycorp management and customer has to disconnect, then terms and conditions apply as per the contract signed by the customer.

5. PAYING FEES FOR THE SERVICE

- 5.1 At or before the time You sign this agreement, You must pay:
- (a) **subject to clause 5.3, the Subscription Fee for the first month of this agreement; and**
- (b) **the Installation Fee, if applicable. If this agreement commences on a day which is not the first day of a month, the Subscription Fee for that first month may be charged on a pro rata basis.**
- 5.2 You must pay VISION ASIA the Subscription Fee, and any other fees or charges for which You are liable to VISION ASIA, every month in advance except if clause 5.3 applies.
- 5.3 You may elect to pay all of the monthly Subscription Fees for the Term at or before You sign this agreement, but You are not required to do so.
- 5.4 If You elect to pay the Subscription Fee on a monthly basis, You must pay the Subscription Fee by direct debit from Your bank account or Your MasterCard or Visa (credit) card. You will be provided with an authorization form to complete and return to

us. We will then arrange for Your bank or credit provider to debit Your account each month in the amount of Your Subscription Fees or any other fees owing under this agreement. For the avoidance of doubt, VISION ASIA does not accept payment by American Express, Diners Club or Cheque.

- 5.5 If any payment owed under this clause 5 is not received within 14 days of being due, VISION ASIA may, among other things, at its discretion and without further notice to You;
- (a) **de-activate the Smart Card. You will be liable for a \$50.00 reconnection charge if You wish to continue to receive the Channels. If You do not wish to continue to receive the Channels You will be deemed to have breached this agreement for the purposes of clause 10.1(a); and/or**
- (b) **report Your default to a credit reporting agency as anticipated by clause 13 below. You acknowledge that, if we make such a report, Your credit rating may be affected and You may have difficulty obtaining credit in the future; and/or**
- (c) **report Your default to a collections agency so that they may take further action against You to ensure Your payment; and/or**
- (d) **terminate this agreement for Your breach as referred to in clause 10.1.**
- 5.6 VISION ASIA may change its Subscription Fee and other fees or charges payable under this agreement at any time. VISION ASIA will use commercially reasonable efforts to notify You of any increase in Subscription Fees from time to time including, without limitation, by way of the issue to You of a Service Rate Card. If You do not agree to pay those increased Subscription Fees You must notify VISION ASIA in writing that You do not accept the increase within 30 days of receiving the notice from VISION ASIA. This agreement will immediately cease once VISION ASIA receives such notification from You. If VISION ASIA does not receive any notice from You in accordance with this clause and You continue to use the Service 30 days from our initial notice of the increase in Subscription Fees or other fees, You agree that You are deemed to have consented to the increase in Subscription Fees.
- 5.7 Where VISION ASIA must pay GST on supplies it receives from third parties and which are required for this agreement, VISION ASIA may charge You this amount. Prices and charges under this agreement are otherwise GST inclusive.
- 5.8 You may suspend Your receipt of the Services, subject to payment of a fee and on payment of any outstanding balance on Your account. For the avoidance of doubt, suspension requests can only be made for a 1, 2, 3 or 4 month period and not for a period which is part of a month. You must contact VISION ASIA at the end of the suspension period to reactivate Your receipt of the Services.

6. DEFAULT & CONSEQUENCES OF DEFAULT

- 6.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
- 6.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs.
- 6.3 Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation

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(including those relating to payment), the Seller may suspend or terminate the supply of Services to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller has exercised its rights under this clause.

- 6.4 If any account remains overdue after thirty (30) days then an amount of the greater of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which sum shall become immediately due and payable.
- 6.5 Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable in the event that:
- (a) **any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or**
 - (b) **the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer.**

7. PRIVACY ACT 1993

- 7.1 The Buyer and the Guarantor/s (if separate to the Buyer) authorises the Seller to:
- (a) **collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness or marketing products and services to the Buyer; and**
 - (b) **to disclose information about the Buyer, whether collected by the Seller from the Buyer directly or obtained by the Seller from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining credit reference, debt collection or notifying a default by the Buyer.**
- 7.2 Where the Buyer is an individual the authorities under 7.1 are authorities or consents for the purposes of the *Privacy Act 1993*.
- 7.3 The Buyer shall have the right to request the Seller for a copy of the information about the Buyer retained by the Seller and the right to request the Seller to correct any incorrect information about the Buyer held by the Seller.

8. INDEMNITY AND LIMITATION OF LIABILITY

- 8.1 To the maximum extent permitted by law, the liability of VISION ASIA in connection with this agreement (including liability for negligence) is limited to:
- (a) **in the case of goods supplied in connection with this agreement, the replacement or repair cost of the goods (whichever is the lesser); and**
 - (b) **in the case of services provided in connection with this agreement, the cost of resupplying the services.**
- 8.2 VISION ASIA is not liable for any loss or damage You may suffer if it cannot do what it has promised because of events beyond its reasonable control.
- 8.3 You must indemnify VISION ASIA against any loss, damage, liability or expense arising from negligent or wilful misuse by You of the Dish or the Reception Equipment.
- 8.4 To the extent permitted by law, in no circumstances will VISION ASIA be liable to You for any consequential or indirect loss, and except as expressly provided in these terms & conditions or as otherwise required by law, VISION ASIA's liability to You for all other loss will be limited to a total aggregate of \$5,000.00.

- 8.5 This agreement is qualified by any provisions of a statute which apply to this agreement and which cannot be excluded. This clause 8 survives termination of this agreement.
- 8.6 Notwithstanding any other provision of this Agreement, in the event that a Dish is installed at Your premises by way of a pot plant installation, You must ensure that the Dish is not interfered with or obstructed by any objects, structures or persons in any way and You must not make any claim against Vision Asia in relation thereto.
- 8.7 Notwithstanding any other provision of this Agreement, in the event that a Dish is installed at Your premises by way of a pot plant installation and the Dish is unable to receive the signal as a result of interference with, or obstruction of, the Dish contrary to the requirements of clause 8.6, VISION ASIA will charge You for the service call to re-establish the signal.

9. CAPACITY

- 9.1 You promise VISION ASIA that You are over 18.
- 9.2 If the person who signs the Acknowledgment is not the person named as customer in the Acknowledgment that person promises VISION ASIA that he or she is authorised to sign on behalf of the person named as customer on the Acknowledgment.

10. TERMINATION OF THIS AGREEMENT

- 10.1 In addition to anything else VISION ASIA can do, VISION ASIA can terminate its obligations under this agreement at any time without notice if:
- (a) **You breach any of the terms of this agreement; or**
 - (b) **VISION ASIA reasonably believes that the Channels, the Dish or the Reception Equipment are being used in a way forbidden by these terms & conditions.**
- 10.2 Without limiting clause 10.1, VISION ASIA may terminate these terms & conditions at any time by providing not less than 30 days written notice to You. If You have paid Subscription Fees in advance, VISION ASIA will refund any Subscription Fees paid by You which relate to the provision of the Service after the date nominated by VISION ASIA as the termination date.
- 10.3 At the end of the Term You can terminate Your obligations under this agreement by 30 days written notice to VISION ASIA from the next billing date (i.e. 7th of the month). If You notify VISION ASIA that You wish to terminate this agreement, at the end of the Term Your obligations under this agreement, including Your obligation to pay the Subscription Fees and any other charges under this agreement, continues until the termination date.
- 10.4 On termination for any reason, You must arrange to return the Reception Equipment at Your cost and allow VISION ASIA reasonable access to Your home to remove the Dish. In the event that VISION ASIA notifies You that it does not require the Dish, You may retain the Dish at Your risk and Vision Asia makes no warranty in relation thereto.
- 10.5 For the purposes of clause 10.4, VISION ASIA may charge You a reasonable collection fee or a reasonable replacement fee.
- 10.6 If You terminate this Agreement for any reason other than in response to a notifications from VISION ASIA pursuant to clause 5.6 or clause 11.3 prior to the expiry of the Term, You will be liable for an early termination charge as per rate card or as follows:
- (a) **Within 12 months - \$350.**
 - (b) **Within 13 to 24 months - \$200**
- 10.7 If you have stand alone package and wish to terminate the agreement for any reason you will be liable for an early termination charge as per rate card as follows:

(a) Termination within 24 months - \$160.

- 10.8 If you are in 12months Contract and wish to terminate the agreement for any reason you will be liable for an early termination charge which is \$200.00.
- If you put the connection on-hold during the first 12 month period then "the period" where the connection is on hold will be added to the contract term.
- 10.9 If you are in Student Package - 12months Contract and wish to terminate the agreement for any reason you will be liable for an early termination charge which is \$350.00. If you put the connection on-hold during the first 12 month period then "the period" where the connection is on hold will be added to the contract term.
- 10.10 Early termination fee will be applicable as per service rate card for the subscribers who are under contract and wish to switch from standard bouquet to stand alone package.
- 10.11 Early termination fees are also applicable to subscribers having add-on channels/multiple concurrent connections; multiple concurrent connections mean having multiple decoders and smart cards activated in the same dwelling/address. In the event of early termination of the add-on channel/Multiple connections within 6 months subscribers will be charged for the remaining period of the 6 months contract.
- 10.12 Subscribers who have taken multiple concurrent connections with Vision Asia and who wish to reduce the number of multiple concurrent connections that they have with Vision Asia (multiple concurrent connections meaning more than one **(physical)**connection under the same address) before the initial contract period expires for the multiple connections (not including the first connection), may do so by your obligations under this agreement by 30 days written notice to VISION ASIA from the next billing date(i.e. 7th of the month. Monthly subscription, termination, and suspension charges may be applicable as per the standard **(service)** rate card.
- 10.13 Subscribers who have joined Vision Asia for Stand Alone package and wish to switch to standard bouquet written notice will be required. Monthly subscription and suspension charges will be applicable as per standard rate card and Stand alone channel will then be treated as Add-on channel.
- 10.14 If VISION ASIA ceases to provide the Channels pursuant to this clause 10 and later at Your request VISION ASIA agrees to reinstate the Channels You must pay a reconnection fee and any other applicable fees (the reconnection fee at the date of this agreement is \$50.00).

11. VARIATIONS OF THIS AGREEMENT

- 11.1 If You ask VISION ASIA to change the place at which the Channels are provided (e.g. You have moved to a new home) VISION ASIA cannot guarantee that it will be able to provide the Channels at the new address. If VISION ASIA can provide the Channels at the new address, You will have to pay any charges for installing the Channels at the new address. In the event that VISION ASIA cannot provide the Channels at the new address due to signal strength issues, You will be liable to pay a fee for the installer's attendance at Your premises, including without limitation, any such fees stated in the Service Rate Card.
- 11.2 If You request VISION ASIA to provide the Channels at another place in addition to Your home, You must enter into a separate agreement with VISION ASIA.
- 11.3 VISION ASIA can vary any of the terms of this agreement at any time. VISION ASIA will use commercially reasonable efforts to notify You of any change to the terms of this agreement from time to time. If You do not agree to the changed terms You must notify VISION ASIA in writing that You do not accept the changes within 30 days of receiving the notice from VISION ASIA. This agreement will cease once VISION ASIA receives such notifications from You. If VISION ASIA does not receive

any notice from You in accordance with this clause and You continue to use the Service 30 day from our initial notice of the changes, You agree that You are deemed to have consented to the changes.

12. TRANSFERRING THIS AGREEMENT

You cannot transfer the right to receive the Channels or any other right under this agreement to anyone else without VISION ASIA's consent. VISION ASIA may transfer any of their rights or obligations under this agreement.

13. YOUR INFORMATION

- 13.1 Information concerning You will be held in a database. The database will contain Your name, address, previous address, telephone numbers, driver's license number, bank account or credit card details, billing details, information relating to the provision of Channels, Reception Equipment and Dish, information relating to credit, and information provided by You in connection with this agreement or the Service.
- 13.2 You consent to the use and disclosure of the information described in clause 13.1 as set out in this clause 13.2. The information may be used or disclosed by VISION ASIA:
- (a) **as set out in our privacy policy from time to time. Our privacy policy is available for Your review on our website www.visionasia.co.nz, or You may obtain a copy by contacting our office during business hours;**
 - (b) **to give information to, or obtain information from, a credit reporting agency about You. This may occur so that we may obtain a consumer credit report about You and/or to allow the credit reporting agency to create or maintain a credit information file containing information about You; and**
 - (c) **to enforce its rights under this agreement, including engaging a collections agency to recover outstanding moneys You may owe to Vision Asia.**
- 13.3 The information referred to in clause 13.2(b) is limited to:
- (a) **identity particulars – Your name, sex, address (and the previous two addresses), date of birth, name of employer, and drivers licence number;**
 - (b) **Your application for credit or commercial credit – the fact that You have applied for credit and the amount;**
 - (c) **the fact that Vision Asia is a current credit provider to You;**
 - (d) **repayments that are overdue and for which credit collection action has started;**
 - (e) **advice that Your repayments are no longer overdue in respect of any default that has been listed;**
 - (f) **information that, in the opinion of VISION ASIA, You have committed a serious credit infringement (i.e. fraudulently, or shown any intention not to comply with the credit obligations);**
 - (g) **dishonored cheques – cheques drawn by You of \$100 or more which have been dishonored more than once;**
 - (h) **that credit provided to You by VISION ASIA has been paid or otherwise discharged. This information may be given before, during, or after the provision of credit to You.**
- 13.4 For the purposes of the *Privacy Act 1993*. You acknowledge that VISION ASIA:
- (a) **has informed You that it may give certain personal**

information about You to a credit reporting or collections agency;

- (b) may obtain information about You from a business which provides information about the commercial creditworthiness of You for the purposes of assessing Your application for consumer credit;
- (c) may obtain a consumer credit report containing information about You from a credit reporting agency for the purpose of assessing Your application for commercial credit;
- (d) may exchange information with those credit providers named in any consumer credit report issued by a credit reporting agency for the following purposes: - to assess an application by You for credit, - to notify other credit providers of a default by You, - to exchange information with other credit providers as to the status of the credit provided to You where You are in default with other credit providers; and - to assess Your creditworthiness.

13.5 You must ensure that Your information, including without limitation Your payment details, are at all times current and You must notify VISION ASIA in the event that any such details change.

14. EXPLANATION OF CERTAIN WORDS

- 14.1 **Acknowledgment** means the description of and specifications for the installation of the Dish and/or Reception Equipment.
- 14.2 **Channels** means the television channels which You have requested and VISION ASIA has agreed to supply.
- 14.3 **Dish** means a satellite dish provided by VISION ASIA for the reception of the Channels provided by means of the Satellite DTH service.
- 14.4 **GST** means any value added, consumption, turnover or similar tax, impost or duty on goods and/or services.
- 14.5 **Installation Fee** means a non-refundable amount notified by VISION ASIA from time to time. For the avoidance of doubt, the Installation Fee includes the cost to VISION ASIA of installation of the Reception Equipment (decoder box or IRD), the Dish (if applicable), cabling and labour costs, and is inclusive of GST. For the avoidance of doubt, the Installation Fee applicable for non-residential premises will be notified separately by VISION ASIA from time to time.
- 14.6 **IPTV service** means provision of the channels by means of IPTV transmission.
- 14.7 **Reception Equipment** (or Decoder Box or IRD) means the integrated receiver decoder and Smart Card necessary for the reception of Channels subscribed by You.
- 14.8 **Satellite DTH service** means a direct to home provision of the channels utilising a satellite as the means of transmission.
- 14.9 **Service** means the provision of Channels by means of the satellite DTH service or the IPTV service, and the installation of the Dish and/or Reception Equipment in accordance with clause 3 of this agreement.
- 14.10 **Service Rate Card** means the service rate card provided to You by Vision Asia from time to time detailing all fees and charges then applicable in relation to this agreement.
- 14.11 **Smart Card** includes the integrated circuit card with contact provided to You with the Equipment, being a smart card which conforms with ISO standard 7816.
- 14.12 **Subscription Fee** means a monthly fee as notified by VISION ASIA prior to the execution of this agreement and as subsequently varied pursuant to clause 5.6.
- 14.13 **Term** means the minimum period of 24 months after the date of execution of this agreement as set out in the then Service Rate

Card.

- 14.14 **You** means the person named as customer in the Work Order.
- 14.15 **Your home** means the building to which the Channels, the Dish and/or the Reception Equipment will be provided and the land on which that building sits.
- 14.16 **Work Order** means the form signed on or about the date of connection to the Service.
- 14.17 **VISION ASIA** means VISION ASIA NZ LTD of 44 Roma Rd, Mount Roskill, Auckland and its employees, agents, subagents, any person working in its business and employees of its agents, sub-agents and any person working in its business.



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