Your guide to getting the most out of SKY.
NOTES OF IMPORTANCE

1. First month’s subscription charge includes any promotional discounts that you have signed up for. Discounts apply for promotional periods only. Remember to contact SKY prior to the end of your promotional period if you wish to make changes to the services that you are subscribing to. Your contract is for a minimum term*.

2. You are 18 years or older and have read, understand and agree to be bound by the terms of your contract, which include the terms in the back of this booklet.

3. You authorise SKY to collect information about you, and/or your household and to use and disclose that information for various purposes (see clause 2 in the back of this booklet). You have certain rights under the Privacy Act 1993 to access and request correction of any information held about you.

4. The service supplied under your contract is for private and domestic use only. To supply the service to any commercial establishment is not permitted and may result in legal proceedings.

5. You will pay for all pay-per-view and other services that are ordered / purchased on this account.

6. SKY can change the price of the services on 30 days’ notice to you (see clause 6(b) in the back of this booklet). SKY can also change or end the services supplied to you at any time (see clause 8 in the back of this booklet).

7. To terminate this contract you must give 28 days’ notice to SKY. Early termination of this contract before the expiry of any minimum term* will mean that you must pay an early termination fee as specified on the SKY website www.sky.co.nz (see clause 14(c) in the back of this booklet).

8. The SKY decoder(s), remote control(s), associated leads and equipment, and smartcards remain the property of SKY. You agree to return this equipment, or arrange for its collection, on termination of this contract.

9. You are required to secure and maintain appropriate approvals and consents. SKY is not obliged to run cabling within wall cavities. (See clauses 3.1 & 3.2 in the back of this booklet).

*As at the date of publication, the minimum term is 12 months.

Your SKY account number: ____________________________

Hook up code: ____________________________

AV/RF: ____________________________

YOUR PIN # is: ____________________________

CHANNEL SETTINGS

On Your Television

<table>
<thead>
<tr>
<th>SKY</th>
<th>TV1</th>
<th>TV2</th>
<th>TV3</th>
<th>FOUR</th>
<th>PRIME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

On your DVD/VCR player

<table>
<thead>
<tr>
<th>SKY</th>
<th>TV1</th>
<th>TV2</th>
<th>TV3</th>
<th>FOUR</th>
<th>PRIME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**SKY SETTINGS**

**How to watch SKY**
- Switch your TV to channel [ ] using your TV remote.
- Switch your decoder to the desired SKY channel using your SKY remote.

**How to play back from your video/DVD recorder.**
- Switch your TV to channel [ ] using your TV remote, and press play.

**RECORDING SETTINGS**

**How to record SKY if you don’t have a MY SKY set top box**
- Note you cannot record one SKY channel while watching another SKY channel.
- Switch your video/DVD recorder to channel [ ] using your video/DVD remote.
- Switch the decoder to the SKY channel you wish to record using your SKY remote.
- Insert recording device and press record.
- Do not change channels with your SKY remote while recording.

**How to record SKY while watching TV1, TV2, TV3, FOUR and Prime.**
- Switch your video/DVD recorder to channel [ ] using your video/DVD remote.
- Switch your decoder to the SKY channel you wish to record using your SKY remote.
- Insert recording device and press record.
- Switch your TV to 1, 2, 3, 4 or 5 as desired using your TV remote.

**How to watch SKY while recording TV1, TV2, TV3, FOUR and Prime.**
- Switch your video/DVD recorder to the channel you wish to record.
- Switch TV to channel [ ] using your TV remote.
- Select desired SKY channel using SKY remote.

**MY SKY**

It’s a whole new way to reach your happy place.

With MY SKY, you get all the SKY channels that come with the package you’ve chosen. But that’s just the beginning.
- Create your own personal channel that shows what you want, when you want.
- Pause live TV so you can replay a crucial moment of the game – or catch something you missed.
- Record two programmes that are both on at the same time and watch them when you want.
- Enjoy crisp, high definition pictures and the full power of Dolby sound to make your TV viewing more amazing than ever before.

The next few pages will show you how to use your MY SKY, so you’ve got complete control of your happy place.

**Please note:**
MY SKY is intended for time shifting your viewing and not for permanent storage or as an archive. Programme suppliers may require SKY to set time restrictions on some recorded content. Your Planner will tell you if your recorded content has an expiry date and give you advance warning before it expires.
ENERGY SAVING

Energy saving is now available on MY SKY so you can participate in becoming more environmentally friendly. Simply put, you can now set up your MY SKY box to automatically go into standby mode which reduces the amount of energy used and best of all it won’t affect the booked recording of any of your shows.

Your MY SKY box has been set to MEDIUM, if you wish to change the setting, please follow the instructions on page 8.

**MY SKY’s energy saving options are:**

<table>
<thead>
<tr>
<th>Energy saving level</th>
<th>Inactive period before standby mode is activated</th>
<th>Hours when the box can go into standby mode</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off</td>
<td>Not applicable</td>
<td>Never</td>
</tr>
<tr>
<td>Low</td>
<td>90 minutes</td>
<td>11pm – 5am &amp; 10am – 5pm</td>
</tr>
<tr>
<td>Medium</td>
<td>120 minutes</td>
<td>11pm – 6pm</td>
</tr>
<tr>
<td>High</td>
<td>180 minutes</td>
<td>Always</td>
</tr>
</tbody>
</table>

To order movies and events from SKY Box Office

Switches to ‘AV mode’ to use your VCR or other equipment connected through MY SKY

Displays programme listings

Displays the ‘set up’ screen, to alter MY SKY settings

Changes the volume up or down

Turns the sound on or off

Pauses the programme or starts a ‘Live Pause’ recording

Rewinds the programme

Plays a recorded programme

Records the programme

Use to select the matching colour option shown on screen

Takes you from the Guide (or any SKY Digital screen) to the last channel you were watching. Takes you back to SKY after you have been using ‘AV mode’

Displays your Personal Planner

Displays more information about a programme

Confirms a choice or makes a selection

Moves the highlight around the screen

Changes channel and pages up and down through listings in the Guide and Personal Planner

Fast forwards the programme

Jumps back to the previous screen

Stops playback of the programme
To set up your MY SKY for energy saving, follow these simple steps:

1. On your remote select Setup.
2. Select System Setup.
3. Select Recording Setup (see image on right).
4. Scroll to Energy Saving Level and use the left & right arrow buttons to select the energy saving level.
5. Scroll to the bottom of the options and select Save Settings and Exit.

Once you have set up energy saving a message will appear on screen approximately 60 seconds before the box activates standby mode. However if you are using live pause playing back an event from your planner or are playing a play list from the planner standby mode will not activate.

The only thing to keep in mind is when your box is in standby mode you won’t be able to rewind on the channel you have been viewing as you normally would be able to. As soon as you take your box out of standby mode you will be able to rewind.

Using this function will not affect any of your recordings.

SERIES LINK

Record every programme in a series at the touch of a button.

To record every future episode

Press and select a programme, press the button and MY SKY shows that the programme will be recorded by taking you to the PERSONAL PLANNER.

If you see the green series link symbol, you can record all future episodes of this programme by pressing the button.

The SERIES LINK icon will appear to confirm your linked series.

To remove a SERIES LINK, highlight the entry in the PLANNER and press the button again.

PERSONAL PLANNER

Choose what you want to watch and when.

To view the programmes you’ve recorded or booked to record

Press on your MY SKY remote.

To book a programme reminder

Press on your MY SKY remote. Highlight the programme you wish to book then press.

To watch a recording

Highlight the programme then press. Use the left or right arrows to follow the prompts and make your selection.

To delete a recording

Highlight the programme then press the button.
DUAL RECORDING
Your MY SKY decoder allows you to record two channels simultaneously while you’re watching one you’ve already recorded or a live programme.

To record the programme you are watching
Press on your MY SKY remote twice.

To record two channels at once
Press , highlight one title and press , highlight the second title and press . After pressing to record your show, MY SKY will automatically take you to the PERSONAL PLANNER to confirm the show is to be recorded.

To watch a programme while it is being recorded
Press and use to choose the programme you want to watch. You can watch from the start or use “viewer defined” to choose your own start point. Press to start viewing.

LIVE PAUSE
With live pause you don’t need to miss anything.

Pause the live TV programme you’re watching
Press on your MY SKY remote. MY SKY will temporarily store the programme.

To resume watching from the LIVE PAUSE point
Press or .

While watching the LIVE PAUSE recording
Use and to move through the recording.

To exit LIVE PAUSE recording
Press SKY to resume live viewing on present channel or change channel.

SKY BOX OFFICE, SKY ON DEMAND AND SKY ARENA
With SKY Box Office, SKY On Demand and SKY ARENA you can order special programmes including movies, sports, events and adult content.

To view the SKY Box Office screen
Press .

Accessing SKY ON DEMAND
Go to or and select ON DEMAND.

These titles will start immediately once selected. MY SKY can be used to and as you watch.

When selected, you receive one viewing of each programme.

Pay-Per-View movies and events can usually be viewed more than once up to 24 hours after the event or until the final playing.

CHANGING CHANNELS

IMPORTANT: When switching between SKY channels each channel must be entered as a three-digit number.

For example, channel 9 is 009 on your remote and channel 70 is 070 on your remote.

Do not move your MY SKY unit until it has been de-powered for one minute. Failure to do this can result in permanent damage to your hard disk drive.
SAFETY

REMEMBER: SAFETY FIRST

Your decoder has been manufactured to meet international safety standards, but you must take care if you want to operate it safely and obtain the best results.

Please read the safety instructions below. If your decoder fails or if you have any doubts about the installation, operation or safety of your decoder, please check the Trouble Shooting section on page 18. If you are still unsure get in touch with SKY Customer Services.

DO:
- Place your decoder in a cool part of the room.
- Put your decoder in a well-ventilated area.
- Stack your decoder with a minimum gap of 50mm between it and other units so that there is sufficient airflow.

DON’T:
- Place your decoder in direct sunlight or heat.
- Place your decoder out of doors.
- Place your decoder in a closed cabinet.
- Stack units on top of each other.
- Put plants or flowers on top.
- Allow pets to lie or sleep on your decoder.
- Push anything into the slots in the case.

TROUBLE SHOOTING

POWER RESET

Please follow these steps to perform a power reset.

1. Turn off the switch at the power point and then unplug the power lead for the Decoder from the mains supply (wall socket outlet).
2. Make sure the lights on the front panel of the decoder go off.
3. Reconnect power supply to the decoder.
4. Wait for the lights to flash up on the front panel of the decoder.
5. A message “One moment please” will appear on your TV screen. This message will indicate that the process was successful and your pictures should resume shortly.

If problems persist, please contact SKY Customer Services on 0800 759 759.
WHY YOU NEED A TELEPHONE JACK

Your decoder is a sophisticated piece of equipment. As well as enabling you to receive a much wider range of TV programmes with near perfect reception, it has many built-in capabilities that will be increasingly useful in the future.

Getting the most out of our services depends on your decoder being able to send communications back to SKY. This ‘return path’ via a standard telephone jack-point is what makes the system truly interactive. Always leave the telephone jack plugged into the wall socket.

Please note – the special jack-point we install should not interfere with your phone, fax, internet or alarm services.
SETTING AND CHANGING YOUR PIN NUMBER

Your SKY PIN number is to protect you and your family. Because this number is required when booking Pay-Per-View events or accessing certain programming, it is important to keep it secret.

You need to choose a PIN number that’s personal to you, so you can maintain your control over Pay-Per-View and Parental Lock through your SKY remote.

Follow these steps to set your unique PIN Number

• While you are watching SKY TV, press (Select Key) to access the On-Screen Menus.
• Use or to move across to your preference menu.
• Use or to move to Change PIN Number, then press (Select Key) to enter.

Enter new PIN Number

• Enter your new 4 digit PIN number, then press (Select Key) to enter.

Confirm new PIN Number

• Re-enter your new 4 digit PIN number to confirm, then press (Select Key) to enter.

Press the “TV” button on your SKY remote to return to your viewing.
TO SET YOUR PAY-PER-VIEW PASSWORD AND LIMIT

Your Pay-Per-View limit is the maximum amount you (or other users of your decoder) can spend on a SINGLE Pay-Per-View event/programme.

• While you are watching SKY TV, press (Select Key) to access the on-screen menus.

• Use or to move across to your preference menu.

• Use or so “Set PPV Password & Limit” is highlighted then press (Select Key) to enter.

• Enter your PIN number and press (Select Key).

• Choose whether you will always have to key in your PIN number before you can purchase a Pay-Per-View programme (“Always Ask”) or whether you will only have to key in your PIN number if the PPV programme costs more than a certain amount (“Depending on Price”). Highlight the appropriate setting, then press (Select Key).

• If you choose “Always Ask” setting, that is the end of the procedure.

• If you choose “Depending on Price”, you are taken to the next screen.

• At the next screen, choose a new Pay-Per-View limit. Key in the value using the number keys on your remote control, and then press (Select Key) to confirm. (if you key in a wrong number, use key to delete it.)

• Press the “TV” button on your SKY remote to return to your viewing.
**PARENTAL CONTROL FACILITY**

Because not all SKY programming is to every subscriber’s taste, SKY offers a Parental Control Facility which is accessed by the Parental Lock features of the decoder. You can use this feature to block out programmes you think are unsuitable.

Programme ratings are given on the programme information banner and in the synopsis.

- Whilst you are watching SKY, press (Select Key) to access the On-screen Menus.
- Use ◀ or ▶ to move to preferences menu.
- Use ▼ or ▲ to move Parental Lock. Press (Select Key) to select.
- Enter your PIN number and press (Select Key).
- Press ◀ or ▲ to select the highest rating you want to view without using your PIN number. The X symbol appears next to the blocked ratings.
- Press (Select Key) to select.
- Press the "TV" button on your SKY remote to return to your viewing.

When you try to watch a blocked programme you will be asked to enter your PIN number.

**PRESS G TO ACCESS THE GUIDE**

Hot Tip – By using the Yellow button or Blue button on your remote you can page up or down through The Guide.

To see Programme options for today
- Press the ◀ or ▶ to search the channels.
- Press the ◄ or ► to move the programme time forward or backward.
- Press (Select Key) to select the highlighted programme you want to watch (if the programme is not currently screening you can book it – see below).

To see Programme options for another day or at a later time and to Book a Programme
- Press ◄ to display the Hypertime Banner where you can change the day and hour of The Guide.
- Use the ◀ or ▶ to change the day.
- Use the ◄ or ► to change the time by ½ hour.
- Press (Select Key) to view The Guide for the day and time you have chosen.
- Press the ◄ or ► to move the programme time forward or backward.

- Press (Select Key) to Book a future programme.

Hot tip – you can surf channel faster by holding down the channel ◄ or ► buttons.
• The programme information screen will appear, press \( \text{Select Key} \) to confirm the booking.

• At the booked programmes screen, ensure you have a tick (✓) next to the name of your selected programme.

• Press “TV” button to return to your viewing.

• Before the booked programme starts a notification banner will appear on your screen. Press \( \text{Select Key} \) to confirm your booking or \( \text{ } \) to cancel the booking. Your decoder will automatically switch to the booked programme when it starts unless cancelled before.

• When you are in TV mode press \( \text{Select Key} \) to access the On-Screen menus.

• Use \( \downarrow \text{ or } \uparrow \) to move to preference menu.

• Use \( \downarrow \text{ or } \uparrow \) to move to Banner & Notify Duration, press \( \text{Select Key} \) to select.

To change the duration the Programme Information Banner and/or the notification of Booked Programme.

Banner Duration
Use \( \downarrow \text{ or } \uparrow \) to choose your desired time frame for your Banner Duration, press \( \text{Select Key} \) to select. This is the time frame the programme banner remains on your screen.

Notification Duration
• Use \( \downarrow \text{ or } \uparrow \) to choose your desired time frame for your Booked Programme Notification Time, press \( \text{Select Key} \) to select. This is when you would like to be notified before the booked programme starts. (e.g. 5 minutes before the start of your booked programme).

• Press “TV” button on your SKY remote to return to your viewing.

• When changing channels, an information banner will automatically appear. This shows programme information and allows you to scroll through all SKY channels (while still on TV mode) and view this information. While scrolling, you can select another programme you wish to view and even look at programmes ahead of time.
Purchasing Pay-Per-View Events or Movies

You can either go straight to the Pay-Per-View channels (channel 038 or channels 201-211) or access them through the Guide (button G). You may book a future programme/event by selecting the appropriate screening in the Guide. Once you have chosen a particular programme or event, follow the on-screen prompts to purchase.

- The parental rating of the programme exceeds what you have set up on your SKY decoder AND/OR this pay-per-view programme costs more than your selected spending limit. Enter PIN number and press (Select Key) to proceed with purchase.

- A synopsis screen with display providing background programme information on this Pay-Per-View event/programme. Press (Select Key) to proceed with your purchase.

- A confirmation screen will display. Once you complete this purchase, you are not able to cancel the purchase and your SKY account will be charged for this event/programme.
  - Press (Select Key) if you wish to continue and view this event or if you want to cancel and not proceed past this screen.

When you have purchased this event your purchase will appear on your SKY account.

- If you have purchased an event or programme currently showing, you will immediately be able to start viewing.
- If you have purchased a special event (i.e. on channel 038) not currently showing, a message “You are now authorised to view” should appear as a confirmation of your purchase. You will be able to start viewing once the event begins.

Please note – Once your viewing commences you are not able to cancel this purchase.

Trouble Shooting

What to do if you have problems ordering through your remote.

- Make sure your phone line is connected.
- Check whether you’ve gone over your spending limit.
- To book a future programme/event you will need to book through the Guide (Button G) – (refer to page 12 for further details).

If you are still experiencing problems, call SKY Customer Services on 0800 759 759.
**GENERAL TIPS**

**Q:** What hours is SKY Customer Services available?

**A:** Our friendly team are available to help and answer all your questions from Monday to Friday 8.00am – 10.00pm, Saturday and Sunday 8.00am – 9.00pm on 0800 759 759. Alternatively go to www.sky.co.nz for all information regarding SKY products and services.

**Q:** How do I add channels to my viewing line-up?

**A:** The easiest way to add channels is to go to channel 029 and follow the prompts or go to www.sky.co.nz/myaccount

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**Rain Fade**

Digital satellite transmission is the most efficient and cost effective way of delivering a multi-channel television service in New Zealand and has an average year reliability of 99.97%. On very rare occasions due to exceptionally heavy rain, snowfall or certain atmospheric conditions you may temporarily lose pictures and sound through the decoder. In these cases a message suggesting the above will appear on your TV screen but will disappear once the signal level improves and pictures return.

However, if you regularly experience problems, please contact SKY Customer Services on 0800 759 759.

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**TROUBLE SHOOTING**

If problems persist, please contact SKY Customer Services on 0800 759 759.

<table>
<thead>
<tr>
<th>FAULT</th>
<th>POSSIBLE CAUSE</th>
<th>SOLUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pictures, no sound/audio</td>
<td>Loose audio connections (red/white) behind TV/VCR/DVD.</td>
<td>Check that the audio connections are properly connected to your TV/VCR/DVD.</td>
</tr>
<tr>
<td></td>
<td>Incorrect TV/VCR/DVD channel selected for SKY.</td>
<td>Check that decoder is connected to the power supply and there is a green light showing on the front panel of the decoder.</td>
</tr>
<tr>
<td>Snow on TV</td>
<td>Loose/disconnected leads.</td>
<td>Check that the leads connecting the SKY decoder to your TV/VCR/DVD are connected firmly.</td>
</tr>
<tr>
<td></td>
<td>Incorrect TV/VCR/DVD channel selected for SKY.</td>
<td>See page 4 for your correct channel settings.</td>
</tr>
<tr>
<td>Decoder not responding to remote and buttons on the face of the Decoder.</td>
<td>There is a temporary transmission error, or the decoder may have lost some of its internal software settings.</td>
<td>Attempt a Power Reset. See Power Reset Instruction on page 19.</td>
</tr>
<tr>
<td>Blank or Green Screen – no sound, (channel number displays when changing channel but no pictures).</td>
<td>The decoder may have lost some of its internal software settings.</td>
<td>Attempt a Power Reset. See Power Reset Instruction on page 19.</td>
</tr>
<tr>
<td>Picture is frozen or blocks start appearing in the picture on the screen.</td>
<td>The signal is defective.</td>
<td>Attempt a Power Reset. See Power Reset Instruction on page 19.</td>
</tr>
<tr>
<td>How do I exit a SKY Interaction Channel?</td>
<td>Unsue of interaction features.</td>
<td>To return to the main SKY Interactive Channel from any other channel, use the SKY Interactive button. To return to a non SKY Interactive Channel, use the channel up/down buttons on your SKY remote control.</td>
</tr>
</tbody>
</table>
SAFETY

TO AVOID THE RISK OF AN ELECTRIC SHOCK

• Your decoder operates with a power supply of 230 Volts AC, 50 Hz. Do not connect it to a power stabiliser or DC power supply.
• Remember that contact with 230 Volts AC power supply can be lethal.
• NEVER REMOVE THE COVER from your decoder. There are no user-serviceable parts inside.
• Ensure that all electrical connections are properly made.
• Always unplug your decoder before connecting or disconnecting any cables.

CONNECTING TO THE MAINS SUPPLY

• Whenever you connect your decoder to the mains supply, always connect the power-cable to the mains input connector on the rear panel of your decoder before you connect the other end of the cable to the wall socket outlet.

DISCONNECTING FROM THE MAINS SUPPLY

• The only way to disconnect your decoder from the mains supply is to turn off the switch at the power point and remove the power cable from the wall socket-outlet. Therefore, you must install your decoder near to the wall socket-outlet, which should also be easily accessible.
• Whenever you disconnect your decoder from the mains supply, always turn off the switch at the power point and remove the power-cable from the wall socket-outlet before you remove the other end of the cable from the mains input connector on the rear panel of your decoder.

SKY’S DOMESTIC SUBSCRIPTION TERMS

1. DEFINITIONS

In this contract:
1.1 we, us or our means SKY Network Television Limited and its successors and assigns.
1.2 you or your means the person who is the subscriber under this contract.
1.3 Antenna System means all antenna, cabling and related electronic equipment, other than the Decoder and the Smart Card, needed to receive and distribute the Signal within the HOME but excluding any cabling within wall cavities.
1.4 Decoder means the electronic device or devices authorised by us and associated leads and equipment in the HOME which unscrambles/decodes the Signal.
1.5 Equipment means all and any equipment provided by us (whether directly or indirectly) and installed at the HOME including the Smart Card, the Decoder and the Antenna System.
1.6 HOME means the domestic single unit dwelling where you reside or the place we have consented to the Equipment being relocated to under clause 9.1(a).
1.7 Selected Service means the images on the television screen and the accompanying sound produced by receiving and unscrambling/decoding the Signal for the subscription television services chosen by you as noted on the face of this contract or otherwise agreed with us from time to time (we reserve the right to limit changes to the Selected Services at our discretion) which is achieved by using the Equipment at the HOME in conjunction with a standard operational television set, but excluding any pay-per-view programming and any additional products and services as referred to in clause 5.
1.8 Signal means the scrambled/encoded transmissions of television channels and programmes and other services we transmit by whatever means for presentation to people in New Zealand who use a Decoder, or any part of those transmissions.
1.9 Smart Card means the card or cards we issue to you to unscramble/decode the Signal.
2. INFORMATION

You authorise us to collect information about you and/or your household (including information about the products and services you and/or your household use) from time to time from you and from other sources and by other means. You authorise us to use and disclose such information for the purposes of communicating with you and your household in relation to this contract, responding to claims or complaints made by you or any member of your household, cooperating with any Government, regulatory or industry authority, marketing and promoting our and/or third party products and services to you and your household, market research, generating and providing statistical analysis and rating information, credit checking and control, and debt collection (which includes logging overdue debts and/or liquidated damages you owe us with credit reference agencies). You acknowledge and agree that such information may be held by us both before and after termination of this contract but only for so long as we are legally entitled to use the information for the above purposes.
3. INSTALLATION

3.1 We will, as soon as reasonably practicable, arrange for an employee or contractor to supply, deliver and install the Equipment at the HOME. We are not obliged, during the installation of the Equipment, to run cabling within wall cavities. You will pay a joining/installation fee to our employee or contractor, as determined by us and/or our employee or contractor.
3.2 You will, at your own expense, secure and maintain all necessary approvals and consents (including any landlord, property owner or body corporate consents/approvals) for the installation of the Equipment at or in the HOME, for any alterations to the HOME needed to install such equipment and for our right of access under clause 10.3. We will have no responsibility whatsoever in relation to any such approval or consent.
4. TERM

Subject to earlier termination under clause 13 or as permitted by any mandatory provision of law, this contract will continue until terminated by either party giving 28 days’ notice to the other provided that any notice given by you will not take effect prior to the expiry of the minimum term that applies under this contract (as stated on the face of this contract or otherwise agreed with SKY). Such minimum term will run from the date that the Selected Service can first be received by you.
5. PAY-PER-VIEW AND ADDITIONAL PRODUCTS/SERVICES

We and/or third parties may from time to time offer to you, via the Equipment or other means, pay-per-view programming or additional products or services which may incur additional fees charged by us or a third party. If you or any member of your household accepts any such offer, or the offer is accepted electronically, for example via your Decoder or personal computer, then additional terms and conditions may apply and you will (a) abide by any such additional terms that apply to, and (b) pay the additional fees to us or to the applicable third party for, the programming, products or services that have been accepted.
6. FEES AND CHARGES

You will pay us:
(a) or our employee or contractor, the joining/installation fees payable upon first installation of the Equipment at the HOME. Those fees are non-refundable;
(b) monthly in advance, on the due date for payment set out in our tax invoice, the monthly fees for the Selected Service and for the supply of SKYWATCH (if supplied), which fees may from time to time be varied by us in our discretion on 30 days’ written notice to you;
(c) on demand, GST on all payments under this contract;
(d) on demand, a reconnection fee if the Equipment is relocated to an alternate HOME under clause 9.1(a) or if you ask us to reinstate any of our services after we have disabled the Decoder due to non-payment or late payment of any amounts that you owe us;
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10.4 We may at any time in our absolute discretion require that you exchange any Equipment (including any Smart Card) for any new equipment (including a new Smart Card) that we provide or specify. We may also download new software to, and retrieve information from, the Decoder at any time without notice to you.

10.5 You will ensure that any PIN numbers we allocate you are kept secret and are only disclosed to authorised members of your household. You are responsible for any charges incurred using the Equipment and/or your PIN. If you or any person in your household uses your PIN to access or unblock any restricted service then you are fully responsible for who views that service.

11. DEFECTIVE DECODER
Subject to clause 9.6, where we provide the Decoder to you, we will be responsible for maintaining the Decoder in good working order and condition. You must advise us as soon as the Decoder is damaged or is not in full working order. We will respond to you as soon as reasonably practicable.

12. LIABILITY
12.1 You agree, to the maximum extent permitted by law: (a) not to bring any claim (including a claim in negligence) whatsoever against any third party service or infrastructure provider used by us in providing products and services to you under this contract (including any satellite or telecommunications provider that we use, their related companies and the personnel and officers of such providers and their related companies) (“Service Providers”); for any loss or damage suffered by you or persons in your household in connection with, or related to, this contract; (b) that all liability (including liability in negligence) of Service Providers is excluded; and (c) that this clause 12.1 confers a benefit on Service Providers which may be relied on and enforced by them under the Contracts (Privity) Act 1982.

12.2 Except as set out in clause 7.2, our liability (whether in contract, tort including negligence or otherwise) to you and persons in your household in connection with or arising from: (a) the supply and/or installation of the Equipment; or (b) the supply of the Selected Service or any other programming, product or service; or (c) any damage (including property damage) or loss caused by our statements, acts or omissions, or those of our agents or contractors (including negligent acts and omissions), whether under this contract or otherwise, is excluded to the maximum extent permitted by law.

12.3 Nothing in this contract limits our liability under the mandatory provisions of the Consumer Guarantees Act 1993.

13. TERMINATION AND SUSPENSION
We may terminate, or temporarily suspend this contract (by disabling the Decoder from unscrambling/decoding the Signal), without written notice to you if you fail to pay any amount you owe us under this contract on the due date, or if you breach any other clause of this contract. Any such termination or suspension will be without prejudice to our other rights and remedies.

14. EVENTS AFTER TERMINATION
On termination of this contract:
(a) we are entitled to immediately disable the Decoder from unscrambling/decoding the Signal;
(b) where you fail to return the Equipment in accordance with clause 9.3 we may, at our option: (i) require you to pay to us on demand, as liquidated damages for the breach of clause 9.3, an amount equal to the cost of replacing the Decoder, as determined by us; and/or (ii) at any time when you or other occupants are at the HOME, enter the HOME and repossess the Equipment;
(c) if that termination is before the expiration of the minimum term referred to in clause 4, then you agree to pay us on demand, as liquidated damages, an early termination fee as determined by the Early Termination Fee Calculation set out on our website at www.skytv.co.nz (which fee is based on various factors including the number of months between the date of termination and the end of the minimum term, the type of Equipment you had installed and the monthly fees payable for the SKY Basic Service).
(d) you must immediately pay us all amounts you owe us including any liquidated damages payable under this clause 14; and
(e) clauses 2, 6, 9, 10, 12 and 14 of this contract will survive for our benefit.

15. FORCE MAJEURE
If we are prevented from carrying out any of our obligations under this contract by reason of any act of God, inclement weather, floods, earthquakes, fires, volcanic eruptions, acts of government, civil unrest, strike, sanctions, failure or interruption of satellite service, power failures, the Systems or facilities, or any other circumstance beyond our reasonable control, we will try to advise you of the existence of the circumstances and their expected duration. The performance of this contract will, to the extent that it is made impossible or impractical by such circumstances, be suspended until such circumstances cease to prevail.

16. GENERAL
16.1 Any notice required to be given under this contract must be in writing and is deemed to be properly given if left at, sent by prepaid letter, email or facsimile to the last known address of the recipient.

16.2 We may at any time assign this contract to any person, company or business entity. You may not assign or otherwise transfer your rights under this contract.

16.3 If any term of this contract is held to be invalid, unenforceable or illegal, then the remaining terms will continue in full force and effect.

16.4 We will have the right to alter this contract at any time at your notice or by putting a notice in major daily newspapers and/ or on our website.
CUSTOMER SERVICES 0800 759 759
www.sky.co.nz