

Please read!

WHAT DO I NEED TO DO TO SUBSCRIBE?

The first step is to find which option to take. The 03 channel package is the best, however which ever you decide, complete the order form and fax it to us and our customer service representative will contact you to clarify the details and fix an installation date.

WHAT IS REQUIRED FOR INSTALLATION?

Channel Lanka outsource installation to private installers in your area. These experienced installers will contact you to arrange a suitable time to come to your home. They will need clear access usually to your roof to install a satellite dish and do the wiring to a set top box (Satellite receiver) next to your TV. The installer will connect and tune the channel and explain the subscription plan and offer a 12 month warranty on the hardware, this warranty is given by the installer (not Channel Lanka) on the dish and the receiver. Payment for installation must be made at this point by cash. The installer can refuse installation if a clear position is unable from dish to satellite or difficulty in internal wiring or if you live in apartments or live in body corporate properties that need prior permission.

DOES THE EQUIPMENT BELONG TO ME?

No, the set top box including the subscription card and the satellite dish remains the property of Channel Lanka. Once you disconnect we will be taking back the equipment.

CAN THE EQUIPMENT BE MOVED?

No, under no circumstance should the equipment be moved. In the event of signal loss you will be liable to any costs of a site call by a tech to reconnect. By disconnecting or changing the settings or resetting you may have difficulty to re-tune. Therefore we recommend not to re-set or adjust the settings.

WHAT IS THE ENCRYPTED CARD?

Channel Lanka services is a encrypted signal like `Foxtel`, which means you can not watch without a valid subscriber card that you need to pay for. This card can not be used on other receivers, and has no use once it is removed. In the case of disconnection or non payment this card can be remotely disabled, without notice.

HOW WILL I BE CHARGED?

Visa or MasterCard direct debit each month in advance, direct debit from bank account or pay up front for 12 months. (No Amex, Diners, cash, cheques,). Once we receive the subscription form we will charge a non refundable fee of AUD \$100.00. This will be used towards your installation. If installation is AUD \$399.00, you will only need to pay AUD 299.00 at the time of installation. However if at all the installation is not possible at your property due any circumstance and if you or we decide not to proceed this fee will not be refunded, the installer will charge this as a site call.

Monthly subscription will be charged on the 05th day of each month. If you get connected on the 10th day of the month for example, then we will charge you for subscription from the 10th to the 4th next month. Then on the 05th day of each month.

Please note subscription payment is always in advance on your 12 month contract.

HOW CAN I MAKE THE PAYMENT?

You will provide us with a credit card or bank account details on the direct debit form.

HOW IS THE PICTURE & SOUND QUALITY?

Normal picture quality is very good and the same viewing standard as viewed in Sri Lanka, as this is a Satellite transmission, first travelling on high speed cable from Colombo to Sydney and then uploaded to Asia Sat 4 satellite minor defects in picture and sound quality can occur, we will edit but not enhance the picture.

IS IT A LIVE TELECAST?

No. Due to the time difference between Sri Lanka and Australia, to keep the programmes in the same time frame we aim to capture today's programs and play it the following day, however in time to come we hope to make certain times live, but generally there will be a 18 hour time delay, all Australian states and New Zealand will follow Sydney NSW broadcast times.

WILL CHANNELS BE EDITED?

Yes, our studio in Sri Lanka will add remove or change content and advertising.

IS THERE A CONTRACT PERIOD?

Yes, a minimum of 12 months, on option 1 & 2.

If you cancel prior to the 12 month period a penalty of 3 months subscription will apply. No refund of installation cost, as this is performed by an independent supplier.

CAN I SUSPEND MY SERVICE IF GOING OVERSEAS?

Yes, you can suspend for 2 months in a calendar year, and you will be charged \$5 each month for this period.

FEES AND CHARGES

The fees and charges referred to in the Subscriber Application are listed in our Rate Card, which can be found on our website.

You must pay the following prior to Activation:

- The initial set-up cost
- First Month Subscription; and
- Any Additional Fees payable

You must pay any goods and services tax (GST), duty, levy or charge in the nature of goods and services tax or like charges assessed or imposed in respect of any product or service supplied by us ("Other Charges")

The Subscription Fee must be paid monthly by one of the approved payment methods

If any amount owed to us by you is overdue, we may, upon reasonable notice to you, deactivate the Service until payment is received in full, including a Reconnection Fee

If a payment is dishonored or rejected, we will charge you for any associated fees and charges which we incur as a direct result.

You will be charged Additional Fees for the provision of program guides, or statements, if these are provided to you.

You will be charged early termination fees as on the rate card, if you breach the contract prior to the 12 months minimum terms.

You must complete all relevant documentation in relation to the payment method that you have chosen and ensure that there are sufficient funds available through your financial institution to meet your obligations under the Contract.

We will report your default to a credit reporting agency, if we make such report, you acknowledge that it may affect your credit rating and you may have difficulty obtaining credit in the future. You will be responsible for any administration and legal costs incurred to collect your default amount.

Channel Lanka has fully rights to change the rate card if necessary due to price fluctuation and you will be given 30 days prior written notice by e-mail or posted on our website.

EQUIPMENT

If you do not already have appropriate satellite TV equipment installed in your premises, Channel Lanka will install a satellite dish and reception receiver equipment in your home. We will organize a installation date with you, however if we can not do installation on the agreed date and time, we will not be liable for any loss you may suffer as a result.

We will attempt to do the installation according to your directions, but our technicians will take final decisions on installation of satellite TV equipment at your premises.

Unless we have agreed with you, such installation will only connect to your nominated television. In the event that our technicians agree to some other method of connection requested by you, such as connection through VCR, Channel Lanka will have no liability to you as a result of the same.

You must provide our technician safe access to your home to install the satellite TV equipment, allow to do repair, maintenance or remove the Dish and Reception Equipment at any time during this agreement or after termination of this agreement.

If you are the owner of your home, or are the occupier of it under a lawful lease or agreement, you must carry any necessary permission to allow Channel Lanka to install, repair, maintain and remove the Satellite TV Equipment.

You indemnify Channel Lanka 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 Reception Equipment.

Upon installation of the Dish and Reception Equipment, You will be requested to sign an acknowledgment, Work Order. Signing an acknowledgment will confirm that the work detailed on the acknowledgment was carried out to your satisfaction, the Satellite TV Equipment was in working order at the date of installation and that you are satisfied with the quality of reception of the channels.

If you require us to remove all or any part of the Satellite TV Equipment, we may charge you for the costs of removal, and we will not be required to make good any damage to your property caused by such removal. We will not repair any holes, property damage including to roofing, tiling, gutter, balcony or paintwork.

If you arrange any other work (extra cabling, any indirect set-up to your television, etc.) with our technicians / Installers apart from those authorized by Channel Lanka, we are not liable for any loss or damages incurred to your property. You will be solely responsible for such events.

In the event that the Dish and/or Reception Equipment are faulty and such fault has been verified by Channel Lanka or its contractor/technician, you must return that equipment to Channel Lanka in accordance with our reasonable instructions. In the event that you fail to comply with our reasonable instructions, Channel Lanka reserves the right to charge you for any costs incurred as a result including, without limitation, the cost of recovering or replacing the equipment.

You must not remove any marking or digital signatures which identify the Dish and the Reception Equipment as belonging to Channel Lanka.

You must provide a suitable place and conditions for the Dish and the Reception Equipment and its installation. You must provide electricity and power points for the Dish and the Reception Equipment at your own expense.

If your home is sold and you remain the tenant, you must notify the purchaser that the Dish and the Reception Equipment are the property of Channel Lanka.

If you relocate your residence, you must notify Channel Lanka immediately.

You must not, or allow anyone to use or tamper with the Decoder Box in order to attempt to gain unauthorized access to the Service.

You must not, or allow anyone to, use or tamper with the Smart Card in any manner not expressly authorized by us. You must immediately notify us if:

- problems occur with the Smart Card or it is stolen, damaged, lost, destroyed or interfered with in any way; or
- you become aware of any unauthorised use of the Smart Card, which may constitute piracy.

CHANNEL AND SERVICE

We will activate your service once you / we have installed appropriate satellite TV equipment at your premises and you have agreed and signed the subscriber contract and get approved.

We will provide you with the service from the activation date in accordance with the contract and the terms of any promotional offer under which you sign up.

We will provide channels with reasonable care and skill, up to the quality provided in Sri Lanka. But time to time content of the channels, broadcasting time, signal quality breaks can happen, provided channels may vary due to our relationship with third party channel providers, or to improve the channel, or to comply with laws and regulations, or to maintain commercial viability, variations can occur. Channel Lanka is not liable for any loss, disappointments that you may suffer, and you must not make any claim against Channel Lanka due to these reasons.

We do not provide free-to-air terrestrial channels on our platform. You need to access these channels via other appropriate means.

You must not do or permit any advertisement, program delay, interruption, editing, copying, videotaping, insertion, deletion, re-broadcasting, re-transmission or any alteration to the Service. You must not allow the Service to be viewed in any public area or obtain any commercial benefit from using the Service without our prior written consent. If you do so, we may charge you the commercial rate for the Service during any such period that you have breached this clause.

INDEMNITY AND LIMITATION OF LIABILITY

Channel Lanka do not warrant or represent that the content of the Services is suitable for viewing by any particular audience. We do not accept responsibility for the accuracy of information contained in the services. As this is a pay TV subscription no censorship is required however viewer must use own discretion. If we have installed any Satellite TV equipment at your premises, the sole ownership belongs to channel Lanka. You must indemnify Channel Lanka against any loss, damage, liability or expense arising from negligent or willful misuse by you of the Dish or the Reception Equipment.

To the extent permitted by law, in no circumstances will Channel Lanka 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, Channel Lanka's liability to you for all other loss will be limited to a total aggregate of \$5,000.00. This agreement is qualified by any provisions of a statute which apply to this agreement and which cannot be excluded.

In the event of the pot plant installation at your premises requested by you, you must ensure that as it is a mobile unit, the dish is not interfered with or obstructed by any objects, structures or person in any way, also if it falls or injure you must not make any claim against Channel Lanka in relation to thereto. In such event, as a result, if you loose the signals for channels, channel Lanka will charge you for the service call to reestablish the signal.

We are not liable to make good the Premises after a third party has installed, repaired, removed or replaced the Decoder Box or Satellite Equipment apart from Channel Lanka.

Our technicians will make good after the installation at your premises. But you should understand the minor cleaning such as vacuuming and dust cleaning will not be done by installers / technicians.

You must be over 18 years to sign this contract / agreement. If the person who signs the acknowledgment / document is not the person named as customer in the acknowledgment that person promises channel Lanka that he or she is authorised to sign on behalf of the person named as customer on the acknowledgment / document.

At your request, if we need to change the place where channels are provided (Relocation) Channel Lanka can not guarantee that we will be able to provide the channels at the new address due to no signal or structure of the building. If we can provide the service, you need to pay any charges for installing channels at new address. In the event that we can not install provide the channels due to any issues, you will be liable to pay a fee for the installer's attendance including without limitation, any such fees stated in the Rate Card.

If you request Channel Lanka to provide the Channels at another place in addition to your home, you must enter into a separate agreement with Channel Lanka.

Channel Lanka can vary any of the terms of this agreement at any time. We will use commercially reasonable efforts to notify you of any change to the terms of this agreement from time to time.

You cannot transfer the right to receive the Channels or any other right under this agreement to anyone else without our consent. Channel Lanka may transfer any of their rights or obligations under this agreement.

TERMINATION

Channel Lanka has full rights to terminate its obligations under this agreement at any time without notice if:

- You breach any of the terms of this agreement
- Channel Lanka reasonably believes that the Channels, the dish, or the Reception Equipment are being used in a way forbidden by these terms & conditions
- any money payable to Channel Lanka under this agreement becomes overdue
- Channel Lanka believes on reasonable grounds that you will be unable to meet your payments under this Agreement
- You commit an act of bankruptcy, become insolvent or a receiver, manager, liquidator or similar person is appointed in relation to any of your assets.

Channel Lanka may terminate these terms & conditions at anytime by providing not less than 30 days written notice to you. If you have paid subscription fee in advance, Channel Lanka will refund any Subscription Fees paid by you which relate to the provision of the Service after the date nominated by Channel Lanka as the termination date.

At the end of the agreed term (minimum 12 months) you can terminate your obligations under this agreement by 30 days written notice to Channel Lanka from the billing date (i.e. 1st of the month). If you notify us 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, continue until the date nominated by you as the termination date (being 30 days after the date of your notice to Channel Lanka).

On termination for any reason, you must arrange to return the Reception Equipment at your cost and allow Channel Lanka reasonable access to your home to remove the Dish. In the event that Channel Lanka notifies you that it does not require the Dish, you may retain the Dish at your risk and Channel Lanka makes no warranty in relation thereto. By removing the dish damage marks or holes will remain, Channel Lanka crew will not fix damage or paintwork.

For the purposes of above clause we may charge you a reasonable collection fee or a reasonable replacement fee.

If you availed the monthly sales promotion and terminate this agreement for any reason other than agreed on this agreement, you will be responsible for any termination fees listed on the rate card.

Channel Lanka can terminate this contract by giving the subscriber notice in writing if for any reason it is unable to provide the broadcast.