

CLAYTON UTZ

Sydney Melbourne Brisbane Perth Canberra Darwin

Clayton Utz
Lawyers
Level 18
333 Collins Street
Melbourne VIC 3000
Australia

8 June 2007

By Email: danielle.staltari@accc.gov.au

DX 38451
333 Collins VIC

Ms Danielle Staltari
Assistant Director
Australian Competition & Consumer Commission

T +61 3 9286 6000
F +61 3 9629 8488
www.claytonutz.com

Our reference: 12206/14536/80043510

Dear Ms Staltari

ACCC Approval of Settlement

We refer to your email request dated 30 May 2007.

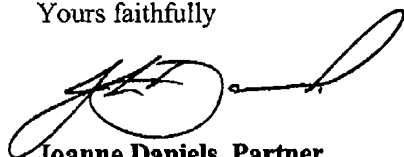
In response to the issue raised in the Clubs NSW submission about payment of a fee to remove equipment if commercial venues only want to subscribe Sky Channel, ThoroughVision Pty Ltd ("TVN") has informed us that it will not charge the venue a fee for the removal and return of equipment, unless the venue is in breach of its Service Agreement with TVN and the equipment is repossessed.

Venues may legally terminate the Service Agreement on 3 month's notice and if proper notice is given the venue therefore would not be in breach of the Service Agreement or liable for the fee associated with the repossession of equipment.

The fee charged by TVN for the repossession of equipment is outlined in the current Service Agreements entered into by TVN and the commercial venues. The repossession fee on average will amount to approximately \$400.00 though may be closer to \$600.00 if the equipment must be removed from a remote area. The quantum of this fee is based upon the cost of engaging an external contractor to repossess the equipment on TVN's behalf.

Please contact me if you have any further queries.

Yours faithfully



Joanne Daniels, Partner
+61 3 9286 6967
jdaniels@claytonutz.com