

# Standard Form of Agreement - Summary



## Important Customer Information Your Rights and Obligations

**1. About our SFOA:** Our Standard Form of Agreement ('SFOA') applies to all telecommunications goods and services we supply, for example: fixed line phone, mobile phone and internet access.

**2. Security bonds:** We do not normally require a security bond but may do so if we reasonably consider you a credit risk. An offer or plan may also require a direct debit arrangement.

**3. Kinds of charges:** You must pay our charges which will be detailed in our offer or plan and may include usage prepayments (for prepaid plans), set up charges, installation charges, equipment charges, fixed periodic access charges, usage charges, connection charges and certain third party charges. Any discount, credit or rebate we may offer will be specified in the plan or offer that it applies to.

**4. When and how we bill:** In general, we invoice fixed and known charges in advance, and usage charges in arrears. Our policy is not to late bill charges more than 190 days old. Invoices are payable within 14 days. Where there is a direct debit arrangement, we may process payment immediately. Our standard billing period is monthly, and our standard way of giving you an invoice or statement is by email or a web page. Requesting a paper bill may incur a \$2.00 surcharge.

**5. Peak / off-peak times:** Any peak or off-peak times that apply to a service will be set out in the offer or plan they apply to. We do not have 'across the board' peak and off-peak times.

**6. How to pay:** We prefer, and some plans require, direct debit payment. Otherwise, you may pay by American Express or Diners Club (3% surcharge applies to both) or Visa or MasterCard (1.5% surcharge applies to both).

**7. Late payment:** Late payment incurs interest at 1.5% a month. We may add a reasonable late fee and pass on any collection costs. An external collection agency may be engaged after 60 days, and add % collection fees with a minimum charge. Late payment is also a breach of your contract that may lead to cancellation. We have a financial hardship policy for genuine cases – see our website.

**8. Minimum terms:** An offer or plan will specify any minimum term or notice period that applies to it. Otherwise you can cancel on 30 days written notice.

**9. Lawful use of service:** You must not use a service in any unlawful way, including the download of copyright music, video or other material without owner's permission.

**10. AUP:** You must comply with any Acceptable Use Policy for a service. Our AUP will be reasonable, and only target unreasonable use of a service.

**11. Termination of service by us:** We may terminate service: on 30 days written notice, if no fixed term applies; if you do not pay; if you materially breach your contract; if there is actual or suspected fraud involving the service; and in other circumstances set out (particularly in section 78 of our SFOA).

**12. Termination of service by you:** You may terminate your service with us on 30 days written notice, if no fixed term applies; if we do not remedy a contract breach after you give us 30 days written notice of it; if service is unavailable for more than 14 days due to disasters and similar; if we change

your contract conditions or pricing in some ways (and we will explain your specific termination rights if we do so); and in other circumstances set out (particularly in section 80 of our SFOA). If you terminate early without the right to do so, we may charge an Early Termination Fee as detailed in your plan or offer or otherwise a reasonable estimate of our lost profit.

**13. Contract variations:** We may vary your contract conditions on reasonable notice including by email, notice on your bill or post. For most consumers and small business customers, this may require 21 days' notice and trigger penalty-free walk-away rights. We will give you more information about those rights if they apply, and you may refer to section 47 of our SFOA. Our web site includes an up-to-date copy of our SFOA.

**14. Goods warranties:** Goods we supply are subject to (a) any non-excludable consumer guarantees under the Australian Consumer Law plus (b) an additional manufacturer's warranty notified with them.

**15. Complaints:** You may register a complaint by calling our Customer Service on 1300 835 268. Our internal complaints processes are in accordance with the Telecommunications Consumer Protection Code. You may also make a complaint to or seek assistance from the Telecommunication Industry Ombudsman, and possibly to the Consumer Affairs Office or Australian Competition and Consumer Commission.

**16. CSG:** The Customer Service Guarantee (CSG) sets specific performance standards that fixed line telephone service providers must satisfy and provides for payments to customers (with 5 or less telephone lines) in some circumstances where they are not met. For more details, see [www.tio.com.au](http://www.tio.com.au). You can waive your CSG rights. We will clearly ask you to do so where this applies.

**17. Credit reporting:** You authorise us to give to a credit report agency certain personal information about you. If you apply to us for personal or commercial credit, you authorise us to obtain from a credit reporting agency a credit report (which contains personal creditor information about you in relation to personal and commercial credit provided by us) and other information in relation to your commercial credit activities. You also authorise us to obtain a report containing information about your commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person in relation to a personal credit provided by us. You authorise us to give to and obtain from credit providers information about your credit arrangements.

**18. Privacy:** Information about our general privacy practices is on our Privacy Policy on our web site.

**19. Priority services:** We do not offer priority services to particular regular customers of any non-mobile standard telephone service.

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