

## Business Telecom Standard Form of Agreement

### **Important Customer Information – Your Rights and Obligations**

This is a summary of the Standard Form of Agreement (SFOA), our Customer Terms for the provision of telecommunications services by Business Telecom Australia Pty Ltd trading as Business Telecom ABN 54 606 253 418 . It sets out the key terms and conditions which we will provide you with our services. This summary does not override or change the SFOA, it is designed to give you information about what the SFOA provides and some of its important terms. If you would like more detail about your rights and obligations, a copy of the SFOA and terms and conditions specific to the telecommunications services and products provided by Business Telecom can be obtained via our website [www.business telecom.com.au](http://www.business telecom.com.au) (Website) or by contacting Customer Service on 1300 721 100. Capitalized words are defined in the SFOA unless otherwise provided.

### **PERIOD OF AGREEMENT**

Your agreement commences on the date we confirm that we can and will provide the service specified in your customer application form (CAF) or voice recorded agreement (Customer Authorisation). The agreement remains in force for the term specified in your Customer Authorisation (Agreement Term) or until the Service is terminated in accordance with the SFOA. For those Services which are subject to a minimum Agreement Term, upon expiry of this minimum term, the agreement will continue for a non-fixed term or a new minimum term until terminated in accordance with the SFOA.

### **PROVISION OF SERVICES**

Your telecommunications service (Service) will be provided by Business Telecom utilising our Partner Facilities. Provision of the Service is subject to our Fair Use Policy and/or Acceptable Use Policy (where applicable), which are available via our Website or by contacting Customer Service.

### **SERVICE TERMS**

Additional terms may be applicable to your Service, and can be found in our Service Terms, which form part of the SFOA. The Service Terms may be found on our Website, or by contacting Customer Service.

### **FEES AND CHARGES**

Business Telecom will invoice you monthly for the Service in accordance with your plan and our Schedule of Fees and Charges, which are available via our Website or by contacting Customer Service. Charges may include access charges, usage charges, plans fees, administration charges, paper bill fee, suspension or cancellation fees, late payment fees, payment dishonour fees and reconnection, relocation or reactivation fees. The amount of fees and charges will depend upon the type of Service and may also vary depending upon the time of day you use the Service (peak and offpeak periods), where you are calling from or to, the type of call and whether any discounts are applicable. Further information on fees and charges can be found on our Website or by contacting Customer Service. For the first month of connection of the Service, any access or plan fees and included call credits will be applied pro rata, based on the number of days from the date of connection to the end of the monthly billing cycle. Business Telecom may offer rebates, discounts or call credits in conjunction with specific programs or promotions which may be offered from time to time under certain Plans. The value of the rebate, discount or call credit will be determined in accordance with the specific program or promotion. Please refer to the terms and conditions of the Plan or promotion for further information regarding the amount of any rebate, discount or call credit and how it is determined. Discounts, rebates and/or credits offered in conjunction with specific criteria may be adjusted on a pro-rata basis if these criteria fail to be met. You are responsible for all fees and charges incurred for the Service, even if you did not authorise the use of the Service, the Service is unavailable or you are unable to access it, subject to your rights under the SFOA.

## **BILLING AND PAYMENT**

Invoices are issued monthly and depending upon the type of Service, will be for charges in advance and/or arrears. Business Telecom may include unbilled fees and charges in a later invoice(s) subject to time limits as outlined in the SFOA. Invoices are issued your mailing address as specified by you at Customer Authorisation, and may also be issued via email upon request. There is no fee applicable for the issue of an invoice via electronic media, however there is a fee for a paper invoice, refer to the Schedule of Fees and charges for further information. Invoices are due within 14 days of issue (Due Date). All charges must be paid on or before the Due Date and where payments are received later than the Due Date; you may be charged a late payment fee in accordance with the Schedule of Fees and Charges, which are available on our Website or by contacting Customer Service. Your Service may also be suspended or terminated in accordance with the terms of the SFOA. Any applicable discount, rebate or credit may also be forfeited. Methods of payment include payment via credit card, direct debit from your nominated bank account or automatic debit of your nominated credit card, payment by cheque, money order or BPAY. Payment fees may be applicable, refer to the Schedule of Fees and Charges or your monthly invoice for further information.

## **PERSONAL INFORMATION AND CREDIT REPORTING**

Personal information can include your name, address, type and your use of the Service and credit rating (Personal Information). Business Telecom may: collect, use and disclose Personal Information about you, in accordance with the Privacy Act 1988 and Business Telecom's Privacy Policy; obtain a credit report, which may contain personal information concerning you from any credit reporting agency in order to process your Customer Authorisation and/or for credit management purposes during the Agreement Term; provide credit information to any credit provider or credit reporting agency or each other; and disclose to a credit reporting agency outstanding amounts which are overdue by more than 60 days, and for which debt collection action has commenced. Further information can be obtained by viewing Business Telecom's Privacy Policy, which is available via our Website.

## **SUSPENSION AND TERMINATION**

Either party may terminate the Plan or Contract agreement by providing not less than 30 days' notice, but only where a Plan is not subject to a minimum Agreement Term. If your Plan is not subject to a minimum Agreement Term, then either party may elect to terminate the Service upon 30 days' notice. Should your Service be subject to a minimum Agreement Term and you elect to terminate prior to the expiry of the minimum term, an Early Termination Fee (ETF) may apply. Information relating to an applicable ETF may be found in your Plan details, our Website or by contacting Customer Service. You may cancel the Service any time without liability if Business Telecom breaches a material term of the SFOA and fails to remedy that breach. If you acquire the Service via door-to-door sales or telemarketing, you may also cancel the Service prior to the expiry of any applicable cooling-off period. Business Telecom reserves the right to suspend or terminate the provision of Service to you, where charges owing to us or any amount owing remain outstanding after 30 days, unless Business Telecom has received written notice from you of a bona fide dispute in relation to those charges. In the event that your Service is suspended, you may be charged a reconnection fee. Business Telecom may also suspend or terminate your agreement immediately by notice if: - an emergency requires it or we are required to by a regulator; - we suspect fraud in relation to the Service or Business Telecom (and its related bodies corporate) considers you to be a credit risk; - an agreement with our Partner is suspended or terminated; - you have breached the terms of the SFOA and fail to remedy that breach upon notice to do so, or - a liquidator or receiver, or receiver and manager, or any other administrator of your business or assets is appointed. - Further information regarding suspension and termination rights may be found in the SFOA. In the event that your agreement is terminated, you remain liable for all charges payable under the agreement in respect of the Service provided up until the date of termination or transfer of the Service to your newly appointed service provider.

### **FAULT REPORTING AND COMPLAINTS**

Business Telecom will repair faults relating to the Service which are a result of a fault on the applicable Network. Business Telecom is not responsible for repairing faults which are caused by you or by equipment not owned by us. You may be charged for rectifying faults which are deemed to be your responsibility. For some Services, you may have certain rights and remedies under the Customer Service Guarantee, including minimum fault repair times and applicable rebates if they are not met. Further information can be found at [www.acma.gov.au](http://www.acma.gov.au) or by contacting Customer Service. Business Telecom may be able to offer priority or special assistance for expedited fault resolution to certain approved customers, please contact Customer Service for further information. For faults relating to goods or equipment supplied to you by Business Telecom (e.g. mobile phones, modems) your rights are governed by the Competition and Consumer Act (including the Australian Consumer Law Schedule) (ACL), and any applicable manufacturer's warranty. You may report a fault by contacting Business Telecom. Contact numbers can be found on your monthly invoice or via our Website. Business Telecom will handle all complaints in accordance with its complaint procedures. For further information regarding our complaints procedures, please view the Website or contact Customer Service. If we are unable to resolve your matter, you may contact the Telecommunications Industry Ombudsman (TIO) or the Office of Fair Trading in your State or Territory.

### **LIMITATION OF LIABILITY**

Business Telecom is liable to you in accordance with your rights under the ACL and other applicable laws. We may also be liable to you in accordance with the terms of the SFOA. To the extent permitted by law, Business Telecom accepts no liability for consequential loss (eg, loss of business or profits) arising out of the provision of or failure of a Service.

### **VARIATION OF AGREEMENT**

Generally, Business Telecom may vary this Agreement, including Charges, with 21 days written notice. You will be notified of any detrimental or material variations by way of a statement in your monthly invoice, via email and/or revised terms will be posted on our Website. TCP Customers may have Early Termination Rights upon a material adverse variation; the SFOA provides further details when this may apply. If we alter your Plan or the SFOA but it has a beneficial or only a minor detrimental impact, we reserve the right to make these changes without notifying you.

### **ACCESSING SUMMARY AND SFOA**

An up-to-date copy of this Summary and the SFOA can be accessed via our Website or by contacting Customer Service. It may also be available in other formats or in other languages upon request.