

This document contains the Home Phone Terms and Conditions and also states the pricing tables and plan description

These terms apply to all Home Phone Plans we provide, and form part of our customer contract with you.

About the ONEseniors Home Phone plan Terms and Conditions

- A. These are the Terms and Conditions for ONEseniors Home Phone plans.
- B. The agreement is made up of:
 - 1) Your application
 - 2) General Terms
 - 3) Pricing Tables and plan description
 - 4) Terms of Service
 - 5) Dictionary
 - 6) Appendices (if applicable)
- C. You wish to access ONEseniors' Home Phone services as advertised or viewed at www.oneseniors.com.au
- D. ONEseniors agrees to provide the Service to you on the Terms and Conditions outlined in this Agreement or as varied by notice from time to time and set out at the following Internet address www.oneseniors.com.au
- E. You acknowledge that your Application for services from ONEseniors and the physical activation of those services as detailed in application, bind you to ONEseniors' Terms and Conditions for the Home Phone service.

Pricing Tables and plan description

(Effective from 10th June 2011)

	Budget	Small	Medium	Large
Monthly Access Fee	\$20	\$30	\$40	\$60
Calls to our Dialup connection number	FREE	FREE	FREE	FREE
Local Calls	30c	20c	Unlimited	Unlimited
Capped STD Calls (Charged at 18c per minute)	\$3 maximum cost per call up to 3 hours	\$2 maximum cost per call up to 3 hours	\$1 maximum cost per call up to 3 hours	Unlimited
Calls to Mobiles (per minute)	37c	35c	33c	33c
Call Connect Fee (per call)	\$0 - No more call connect fees!			
Unlimited calls to a ONEseniors member	No	No	Unlimited calls to 1 ONEseniors number of your choice*	Unlimited calls to all ONEseniors numbers*
Perfect...	if you don't use your phone much and need a budget home phone plan, or if you only need a home phone for your Broadband internet connection	If you make more local calls, enjoy a cheaper call rate to local numbers, and a cheaper STD rate	If you make a lot of local calls and you can enjoy even cheaper capped STD calls	for heavier users who make a lot of local and national calls, as these calls will be unlimited

Important Information

* You must allow 30 days to register and verify your chosen number, you will be charged for calls to your chosen number until the verification process has been completed. You can change your chosen number but are limited to one change per month

You may incur an installation charge of up to \$299 when provisioning a new Home Phone or transferring from your current provider. Please see our website for an explanation of charges. If you are transferring your current active service and your phone line is already on the Telstra PSTN network then the transfer will be free.

You should take the time to read the following Summary of Terms information when deciding if our Home Phone plans will suit your requirements. Full Terms and Conditions of Home Phone Services are available to view on the Terms and Conditions page of our website.

Special features

If you have any special features on your home phone, these will be transferred when the line is transferred and although you may not be paying for those services with your current provider you will be charged for these services by ONEseniors. To prevent incurring these charges, you must contact your current service provider and cancel any existing service that you do not want to have transferred. To see what special features are available, and the charges for them visit our website.

International call charges

You can view the call charges for International calls on our website.

Home Phone Terms of Service

1. PAYMENTS

- 1.0. Payment options are credit card and/or direct debit from a nominated bank account, as specified on our website for the plan chosen by the Customer. At our discretion we may offer other payment options such as: Cheque/Money order, Bpay, Postbillpay, Centrelink payments. Accounts paid with a credit or debit card will incur a surcharge of 1.69% (incl. GST) of the payment amount and will be added to the relevant invoice.
- 1.1. We reserve the right to charge \$1.50 inc. GST per invoice generated and posted.

2. CANCELLING A SERVICE

- 2.0. You can cancel or transfer a service at any time if you provide 30 days notice.

3. YOUR INFORMATION

- 3.0. Information concerning you will be held in a database. The database will contain your name, address, telephone numbers, bank account or credit card details, billing details, information relating to the provision and use of the service, and information you provide in connection with the service.
- 3.1. We collect, use and disclose personal information as set out in our Privacy Policy available on our website.
- 3.2. If you are acquiring your service under a Program, we may also disclose your personal information to the Department of Broadband, Communications and the Digital Economy for the purposes of administering the Program.
- 3.3. We may give credit information about you to a credit reporting agency to:
 - a) obtain a consumer credit report about you; or
 - b) allow the credit reporting agency to create or maintain a credit information file containing information about you.
- 3.4. We may (in accordance with the *Privacy Act 1988 (Cth)*):
 - a) obtain and use information concerning your commercial activities and commercial credit worthiness from a credit reporting agency or other business that reports on commercial credit worthiness to assess your application for the service (if the application is for consumer credit) or to collect overdue payments;
 - b) obtain or use a consumer credit report about you from a credit reporting agency to assess your application for the service (if it is for commercial credit) or collect overdue payments; and
 - a) disclose information about you to other credit providers or obtain and use information from other credit providers for the purposes of assessing your application for the service, your ongoing credit worthiness or the status of any account held by you with us or with any other credit provider.

In this clause, **credit information** means:

- a) identity particulars (name, address, date of birth, ABN, ACN or ARBN);
- b) your application for credit or commercial credit, including the amount applied for;
- c) the fact we are a current credit provider to you;
- d) payments which are overdue by more than 60 days and for which debt collection has commenced;
- e) advice that payments are no longer overdue in respect of a default which has been listed;
- f) information that you have committed a serious credit infringement; and
- g) cheques drawn by you for more than \$100 and which have been dishonoured more than once.

4. SUSPEND/ALTERATION OF THE SERVICE

- 4.0. Subject to requirements under the Privacy Act 1988, ONEseniors may suspend or alter the Service or release any information, including your personal information, at any time in its sole discretion, with or without notice when:
- a) there is an emergency;
 - b) any third party, including without limitation any of ONEseniors' suppliers, carriers or contractors does any act or omission that affects the Service;
 - c) it is reasonably likely that an act or omission by you will impair or adversely affect the quality or operation of the ONEseniors' operations or the Network;
 - d) you are in material default under this Agreement, this includes any breach of the ONEseniors' Acceptable Usage Policy or ONEseniors' Fair Use Policy;
 - e) the Network or any of ONEseniors' facilities need to be repaired, modified or upgraded;
 - f) ONEseniors thinks that suspension or alteration is necessary to prevent or stop any unauthorised access to the Network, unlawful acts or infringement of anyone else's rights;
 - g) directed by the Australian Broadcasting Authority under a 'take down notice'; or
 - h) there is any order, judgment, decree, determination or otherwise of any governmental agency that your access to the Service relates to material that is illegal, offensive, objectionable or in breach of a third party's rights.
- 4.1. You must continue to pay the Fees if ONEseniors suspends your Service.
- 4.2. Without limitation on any of ONEseniors' other rights, we can cancel, suspend or restrict your service by telling you with as much warning as we reasonably can if:
- a) you become bankrupt or insolvent or appear likely to do so;
 - b) we reasonably consider that you pose an unacceptably high credit risk to us.
 - c) We consider that you pose an unacceptably high credit risk to us when there is some doubt as to your ability to pay by the due date based on factors such as:
 - i. previous payment history and payment behaviour (e.g. late payments, dishonoured payments or failure to pay);
 - ii. any previous advice from you about a potential inability or unwillingness to pay;
 - iii. your usage is inconsistently high when compared with previous usage patterns; or
 - iv. your response where we have told you of this unusually high usage.
- 4.3. If ONEseniors suspends, restricts or cancels your service at any time during the minimum terms due to actions that have been prohibited in these terms or any reasons listed in Clause 5, all early termination fees will apply.

5. YOUR RESPONSIBILITY

- 5.0. You are responsible for:
- a) informing yourself and seeking independent advice about yours and ONEseniors' rights and obligations under this Agreement;
 - b) being aware of any changes or variations that ONEseniors may make to the Terms and Conditions of which ONEseniors has notified you as contained in the following website; www.oneseniors.com.au
 - c) all telecommunication expenses incurred by you in relation to the Service whether you authorise it or not. We recommend you consider taking measures to protect yourself from unauthorised use of your service:
 - i. if you do not disconnect your service when you leave your premises, you have to pay for any use of the service by later occupants or others; and

- ii. any person who uses your service, or allows someone else to use it, after you have vacated your premises, is jointly and individually liable with you for any charges relating to that use;
- d) screening against any content or material that you find offensive or disturbing; and
- e) acquiring any training or equipment needed to access the Service.

6. FORCE MAJEURE

- 6.0. ONEseniors is not liable for any delay or failure to perform an obligation (other than to pay money) under this Agreement caused by any of the following Events:
 - a) an act of God;
 - b) war, riot, insurrection, vandalism, terrorism or sabotage;
 - c) strike, lockout, ban, limitation of work or other industrial disturbance;
 - d) power failures, communications failures, viruses, hacker attacks; or
 - e) any law, rule or regulation
- 6.1. The ONEseniors' obligations of performance are suspended for the period of delay caused by the Event.

7. RENEWAL

- 7.0. If 30 days before the end of the Minimum Term or Renewal Term (whichever is applicable), you do not notify ONEseniors that you wish to stop the Service, the Agreement continues for the Renewal Term.
- 7.1. If you notify ONEseniors within 30 days before the end of the Minimum Term or Renewal Term (whichever is applicable) that you do not wish to continue the Service, the Agreement ends at the end of the Minimum Term or Renewal Term (as the case may be).

8. TERMINATION

- 8.0. ONEseniors may terminate this Agreement at any time after 30 days notice.
- 8.1. ONEseniors may terminate this Agreement if you have breached this Agreement and have not remedied that breach within 2 weeks notice from ONEseniors.
- 8.2. If ONEseniors terminates this Agreement under clause 8.1. or you terminate this Agreement before the end of the Minimum Term, or the Renewal Term; you must pay ONEseniors the Early Termination Fee; all Fees payable for the balance of the Minimum Term or Renewal Term and all unpaid amounts for any of our supplied equipment within 2 weeks of this Agreement terminating.

9. SEVERABILITY

- 9.0. If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

10. ENTIRE UNDERSTANDING

- 10.0. This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement.

11. ASSIGNMENT

- 11.0. You must not assign any of your rights or obligations under this Agreement.
- 11.1. ONEseniors may assign its rights and obligations under this Agreement at any time after 1 months notice.

12. VARIATION

- 12.0. ONEseniors may provide notice of its wish to vary the Agreement

- 12.1. If you do not agree to ONEseniors variations, you must notify ONEseniors within 1 week of ONEseniors providing notice. If you do not notify ONEseniors, you are deemed to have accepted the ONEseniors variations.
- 12.2. Notwithstanding your notice that you do not accept ONEseniors variations, ONEseniors variations take effect during the next Renewal Term after the date of ONEseniors' notice under clause 13.0.
- 12.3. Except as provided under this clause, the Agreement may only be varied by agreement in writing of the parties.

13. NOTICE

- 13.0. ONEseniors must provide notice of changes to you at the following website www.oneseniors.com.au
- 13.1. You must provide notice in writing to ONEseniors at GPO Box 2223, Melbourne, VIC 3001. The date of the acceptance of notice will be the date that the written notification is received by ONEseniors and not the date that the notice was sent.

14. SERVICE CHARGES

- 14.0. Our Home Phone plans have periodic fees and a renewal term.
- 14.1. You must pay us all fees and charges that are incurred in using your service even if you did not authorise its use, or for that period you are not able to access the service or the service is unavailable.
- 14.2. You acknowledge that before entering into the agreement you have received and understood the terms and conditions of your package, plan, applicable promotion(s) and fees and charges.
- 14.3. You will be charged the access fee each month regardless of usage of the service.
- 14.4. Administration fees may be charged and will need to be paid on the account. Details of administration fees may be found in the general terms available on our website.
- 14.5. We may ask you for pre-payment usage charge, or request that you make an interim good-faith payment (including for example if there has been unusually high usage, or we have reasonable concerns about your credit worthiness, or have reasonable grounds for believing that we may not be paid for the service).
- 14.6. Your plan may be varied, extended or renewed as agreed between you and us from time to time. If you do not contact us at expiration of your minimum plan term we will assume you require your service to continue under the same terms and conditions on a rolling monthly basis until you notify us otherwise.

15. MISCELLANEOUS

- 15.0. ONEseniors plans are only available to customers who are over 55 and not working.

16. WARRANTY

- 16.0. To the extent that implied terms and can be lawfully excluded, ONEseniors excludes all implied terms from this Agreement.
- 16.1. In relation to implied terms that cannot lawfully be excluded, ONEseniors limits its liability to:
 - a) providing the Service again; or
 - b) paying the cost of having the Service provided again.

17. INDEMNITY AND RELEASE

- 17.0. You indemnify ONEseniors for any loss, damage, cost, expense or claim arising from your breach of this Agreement.
- 17.1. You release ONEseniors from any liability arising from:
 - a) disruption of the Service;

- b) cancellation of the Service;
- c) cancellations or refusals to provide Incompatible Products; and
- d) possible breaches of the Telecommunications Act (Customer Service Guarantee) Standard 2000.

18. WHAT IS THE SERVICE?

- 18.0. a connection to our public switched telephone network;
- 18.1. the ability to make and receive certain types of calls (subject to any conditions that might apply to particular types of calls) and;
- 18.2. a telephone number

19. CONNECTING YOUR PHONE SERVICE - TIME FRAMES

- 19.0. After we accept your application for a Basic Telephone Service, we try to connect it on the date you request. However, that may not always be possible. In some circumstances we may not be able to make firm arrangements immediately or we may have to change a previous firm arrangement. We will tell you beforehand if we cannot connect you on the requested date.
- 19.1. Where you request a Basic Telephone Service after 5:00 pm, we treat this as if you had requested it the following working day.
- 19.2. auto activated telephone line connection. If there has been a previous working Basic Telephone Service at your premises that has been cancelled and that we can automatically reconnect without having to visit your premises, the local exchange or any place in between, we aim to connect the Basic Telephone Service within two working days after your request, or on a later date that you request or agree to. We will advise you if we know we can automatically connect your service without having to visit your premises, the local exchange or any place in between.
- 19.3. We aim to connect other Basic Telephone Service connections within the time frames set out below. Additional charges may also apply. Where your premises are readily accessible to telephone network infrastructure that we can use and there is sufficient network capacity, we aim to connect your Basic Telephone Service at those premises within the following timeframes:
 - a) where your premises are in an urban area – within 5 working days after your request; or
 - b) where your premises are in a major or minor rural area – within 10 working days after your request; or
 - c) where your premises are in a remote area – within 15 working days after your request; or
 - d) a later date you request or agree to.
- 19.4. Where your premises are not readily accessible to telephone network that we can use or there is insufficient network capacity, we aim to connect your new Basic Telephone Service at those premises within 20 working days after your request. Additional charges may also apply.
- 19.5. When we can refuse to connect: In addition to other grounds for refusing to accept your request, we do not have to accept your request for a new Basic Telephone Service where:
 - 19.6. you are requesting connection at an unusual location; for example: an underground mine, within a drain or access hole, on a mast or tower, beside a road or on a property with no building.
 - 19.7. you are requesting connection at a location or in circumstances that we think is unsafe or unreasonable;
 - 19.8. there is no State/Territory or local government planning approval for work we need to do or we cannot reasonably assume that there is;

- 19.9. you fail to meet our eligibility criteria for a service, product or special offer; or
 19.10. you have an outstanding debt with us.

20. CONNECTION CHARGES

20.0. Depending on the type of connection (or reconnection) and the type of work required to connect the Basic Telephone Service, we will apply one of the following connection charges set out in the table below. The criteria for charging is based on the work that we determine is required to connect your Basic Telephone Service, and the connection period. This will depend on whether a Basic Telephone Service has previously been connected at your premises, whether a technician is required to attend the premises and whether any cabling work has to be undertaken by us. The charge is a pass-through charge from Telstra. The criteria used to decide on the charge is stated below:

Connection Type	Connection Charges		Criteria for Charging
	GST excl.	GST incl.	
Telephone line connection (first and additional Connections) - Standard Connection - Temporary Connection	 \$53.64 \$144.55	 \$59.00 \$159.00	A working telephone socket exists from a previous connection and one of our technicians is not required to visit your property or premises.
Telephone line connection (first and additional Connections) - Standard Connection - Temporary Connection	 \$53.64 \$144.55	 \$59.00 \$159.00	A telephone socket exists from a previous connection to a competitor's network and one of our technicians is not required to visit your property or premises, but we need to undertake manual cabling activities within one of our exchanges.
Telephone line connection with a technician visit First Connection - Standard Connection - Temporary Connection Additional Connections - Standard Connection - Temporary Connection	 \$113.64 \$204.55 \$68.64 \$159.55	 \$125.00 \$225.00 \$75.50 \$175.50	A previous telephone service existed at your property or premises and one of our technicians is required to visit your property or premises to reconnect existing suitable cabling in the following places: For home services: at any distributor and/or the first socket; For business services: at the main distribution frame or first socket where no main distribution frame exists;

Connection Type	Connection Charges		Criteria for Charging
	GST excl.	GST incl.	
New telephone line connection (first connection)			<p>A telephone service has not previously been connected at your property or premises (although we may have previously installed cabling to your property or premises and you may be able to hear a soft dial tone); or</p> <p>Telephone line connection with a technician visit with cabling work is required - A previous telephone service existed at your property or premises and one of our technicians is required to visit your property or premises to install and/or work on the cabling.</p> <p>For home services up to the first socket in the property or premises;</p> <p>For business services other than: up to the main distribution frame or first socket where no main distribution frame exists;</p>
- Standard Connection	\$271.82	\$299.00	
- Temporary Connection	\$362.73	\$399.00	

Note: A Standard Connection is where a Basic Telephone Service is provided for more than three months.

The charges for additional connections listed above only apply where the additional connection is to the same property or premises, for the same customer and is to be connected at the same time as the first connection (so that a technician is already in attendance at your property or premises).

21. TRANSFERS

21.1. Where you wish to transfer a telecommunication service to us from another supplier, and we agree, we do so subject to:

- a) the connection / transfer requirements for those services;
- b) your eligibility for those services;
- c) the availability of those (goods or) services;
- d) you meeting our credit management requirements;
- e) you paying any associated fees including any fees that are charged to us by your existing supplier or by our wholesaler.

21.2. Where you wish to transfer a telecommunication service from us to another supplier:

- a) it is your responsibility to arrange the transfer with the new supplier;
- b) you remain responsible for all charges payable under your customer contract including usage charges until the transfer actually takes place;
- c) you must pay all our outstanding fees and charges immediately, and the accrued fees and charges immediately upon invoice.

22. OBLIGATIONS

22.1. You must:

- 22.1.1. not re-supply, re-sell or provide our telecommunication services to another party without our consent;
- 22.1.2. notify us immediately if the telecommunication services are defective;
- 22.1.3. not use telecommunication services for an unlawful purpose;
- 22.1.4. not use or connect any equipment on telecommunication services unless it is approved:
 - a) by the Australian Communication Authority and bears their approval logo; and
 - b) by us;
- 22.1.5. pay for any works which our wholesaler needs to carry out to enable the telecommunication services to the customer premises;
- 22.1.6. provide us with any information (including copies of documents) we reasonably require;
- 22.1.7. provide us with reasonable access to the customer premises where you wish to enable or rectify a telecommunication service.

23. CALLER LINE IDENTIFICATION

- 23.1. Calling line identification (CLI) is information that is sent through the network when you make a call from your Basic Telephone Service. CLI includes the telephone number of the calling party. CLI will be sent from all exchange areas in Australia. CLI allows the other party to see your telephone number if they have enabled Calling Number Display (CND) and you have not asked for your CLI to be blocked. For calls from overseas, you will be able to see the calling party's CLI if it is available. The CLI options above may not be available on all line types
- 23.2. You can ask for your CLI to be presented or blocked with your calls made within Australia and calls made to people overseas by: asking for CLI never to be presented except when you choose to present it for an individual call by dialling the prefix '1832' before the number you are calling – CLI Line Block with Override (Per Call Send); or
- 23.3. asking for CLI always to be presented except when you choose to block it for an individual call by dialling the prefix '1831' before the number you are calling - CLI Line Present with Override (Per Call Block).
- 23.4. asking for CLI always to be presented except when you choose to block it for an individual call by dialling the prefix '1831' before the number you are calling - CLI Line Present with Override (Per Call Block).
- 23.5. asking for CLI never to be presented without the ability to present it on an individual call basis – CLI Line Block Only; o
- 23.6. asking for CLI always to be presented without the ability to block it on an individual call basis – CLI Line Present Only.
- 23.7. We do not charge you for presenting or blocking your CLI.
- 23.8. If you do not ask for one of the CLI options above (and you do not have a Silent Line), we will activate CLI Line Present with Override (Per Call Block) for your service.
- 23.9. If you have a Silent Line, we will activate CLI Line Block with Override (Per Call Send) for your service unless you request CLI Line Block Only.
- 23.10. For clarity, you cannot choose CLI Line Present with Override (Per Call Block) or CLI Line Present Only if you have a Silent Line.
- 23.11. When you cannot block CLI:
 - a) Even where we have activated CLI Line Block with Override (Per Call Send) or CLI Line Block Only on your service, you cannot block CLI:
 - b) for calls to the emergency call service (000);
 - c) to other carriers and carriage service providers where CLI is used for the purposes of billing, call management or credit control;
 - d) when you have set your telephone equipment to always present CLI with your calls; and

- e) when you send a text message or reply to a Talking Text message from your Basic Telephone Service. In accordance with worldwide standards for SMS, all messages including reply messages will display the telephone number of the sender.
- f) Even where we have activated CLI Line Block with Override (Per Call Send) or CLI Line Block Only on your service, your CLI may be presented for internet dial up calls made from your service to an Internet Service Provider connected to the Telstra network depending on the Internet Service Provider's network configuration and where the Internet Service Provider is required to use the CLI for the purposes of fraud prevention, billing, call management or credit control.
- g) If your privacy is breached and we have activated your request for CLI Line Block with Override (Per Call Send) or CLI Line Block Only on your service, we will take steps to restore your privacy at our cost. For example: We might provide you a new telephone number at no charge.

23.12. We may use your CLI, including your telephone number, in the following ways:

- a) on an itemised bill of one of our customers who has called your number;
- b) on an itemised bill of one of our customers who has accepted a reverse charge or third party charge call from your service;
- c) in customer premises or network based service or equipment to support CLI related products such as call return and CND where you have permitted presentation of your CLI;
- d) to perform our Malicious Call Trace or Malicious Caller Identification services; and
- e) when a law enforcement agency lawfully requests it.

23.13. Calling number display (CND) allows you to see the number of a person calling you before answering if you have appropriate equipment (and the caller or their carrier or carriage service provider has not blocked the presentation of their CLI). This feature is available for calls made in Australia and from overseas to your service.

23.14. Your caller line identification will be visible to us when you call us, even if it is blocked.

24. ACKNOWLEDGMENTS

24.1. You acknowledge that:

- 24.1.1. by requesting us to transfer a telecommunication service, we will be transferring it from your existing supplier to us;
- 24.1.2. the transfer of a telecommunication service is subject to the standard terms and conditions of service.
- 24.1.3. you are aware of our identity and address;
- 24.1.4. where you transfer a telecommunication service to us, there may be consequences for you, and that it is your responsibility to check the terms and conditions of your existing contracts with suppliers;
- 24.1.5. a transfer of a telecommunication service does not occur instantly, and that you are still responsible for all charges incurred to your existing supplier until the transfer takes place;
- 24.1.6. you are responsible for all charges incurred on your telecommunication service, whether or not you use that service;
- 24.1.7. we cannot guarantee telecommunication services will be connected within the time we indicate to you;
- 24.1.8. where you lodge a fault report and fail to provide all of the information we require, or you provide incorrect information, then it may delay rectification;
- 24.1.9. When you transfer your service to us all additional features on your line will be transferred. Although you may not pay for the additional services with your current provider you will pay for them with us. If you do not want the additional services on

your line it is your responsibility to cancel these additional services before we transfer the service to our network.

25. WARRANTIES

- 25.1. You warrant that:
- 25.1.1. you are fully authorised to request us to transfer, change or connect telecommunication services;
 - 25.1.2. you are not under any legal disability which may prohibit you from requesting telecommunication services;
 - 25.1.3. the information you have provided us in your application for service is true and correct in every particular;
 - 25.1.4. you will do all that we reasonably require you to do, in order for us to provide you with the telecommunication services.

26. SERVICE STANDARDS

- 26.1. We will comply with performance standards which are made by the Australian Communications Authority under Part 5 of the Telecommunications Act 1997, which relate to the telecommunication services that we provide, or offer to supply you.
- 26.2. If we breach any applicable performance standards we do not admit liability by agreeing to pay damages in accordance with clause 9.3.
- 26.3. We may pay a credit, for breach of a performance standard:
- a) by applying the credit to your account, where we are required to pay for breach of a performance standard under Part 5 of the Telecommunications Act 1997; or
 - b) in any way we decide, and you agree to any method of payment that we propose;
 - c) within 14 weeks of the time we agree to pay damages (or such other period required by law).
- 26.4. To the extent permitted by law, we are not liable to pay damages for breach of a performance standard where the breach was caused by:
- 26.4.1. any act or omission of yours which prevented us meeting the performance standards or the consequences of a force majeure; or
 - 26.4.2. you changing an order for voice services.
- 26.5. Time for rectification of your fault commences the next business day after we log the fault report with our wholesaler.
- 26.6. Time for connection of telecommunication services commences the next business day after we provide the request to our wholesaler.
- 26.7. From time to time we, along with our wholesalers publish details of service disruptions, where we provide you with telecommunication services details of service disruptions will be emailed to you or published on our website
- 26.8. Where details of service disruptions are published under clause 9.7, we claim an exemption (where permitted by law) from payment under the performance standards.

27. FAULT AND SERVICE DIFFICULTIES

- 27.1. You may lodge a fault report with us:
- a) at anytime, but if you do so after 5:00pm or on a day which is not a business day, then the fault report is deemed to be lodged on the next business day;
 - b) and when you do so you must provide us with all of the information we require to process a fault report.
- 27.2. Where you lodge a fault report, and after investigation it is found that the fault is caused by your equipment (and that equipment is not provided under a customer contract with us and its warranty has expired) then we may charge you a fee.

28. FAULT REPAIR TIMEFRAMES (repairs of the line handled as set out by Telstra)

- 28.1. We repair faults in the service (up to the boundary of our network) between 8 am and 5 pm on working days. If you ask us to repair a faulty Basic Telephone Service outside those hours, and we agree, we may charge you our fee-for-service charges
- 28.2. We aim generally to repair a Basic Telephone Service within the following timeframes after you tell us of the fault:
 - 28.2.1. where we can repair a Basic Telephone Service without external or internal plant work or the need to attend your premises – within one working day;
 - 28.2.2. where the fault is that a Basic Telephone Service has been incorrectly disconnected because of an administrative error – within one working day;
 - 28.2.3. where the Basic Telephone Service is in an urban area – within one working day;
 - 28.2.4. where the Basic Telephone Service is in a major or minor rural area – within two working days; or
 - 28.2.5. where the Basic Telephone Service is in a remote area – within three working days.

29. CALL BARRING

- 29.1. Where you fail to pay us money by its due date, we may impose barring or temporary disconnection on your telecommunication services.
- 29.2. You may request that we apply barring to your telecommunication service.
- 29.3. Telephone numbers prefixed with '1900' and international numbers are barred.

30. DISCONNECTIONS

- 30.1. If your services are disconnected you may lose your telephone number. In the event of reconnection we will endeavour to retrieve your number, but this cannot be guaranteed. We will disconnect a telecommunication service where:
 - 30.2. your customer contract is terminated;
 - 30.3. you have failed to pay us money when it is due; or
 - 30.4. you transfer that telecommunication service to another supplier.

31. EVENT OF DEFAULT

- 31.1. In addition to any other event that is deemed to be a default under your customer contract with us, you will be in default of your customer contract if:
 - 31.2. you use a telecommunication service for an unlawful purpose;
 - 31.3. you fail to make a payment due under your customer contract.

32. RENTAL HANDSETS

- 32.1. We do not provide rental handsets. However, if you already have a rental handset you may continue to use this and we will pass through the charges of the rental