

Important Customer Information: Summary of your rights and obligations

1. Standard Form of Agreement

The Standard Form of Agreement (**SFOA**) sets out the terms and conditions under which Ballarat Community Telco supplies telecommunication services (the **Services**) to its customers. Under the *Telecommunications Act 1997*, Ballarat Community Telco must lodge the SFOA with the Australian Media and Communications Authority (**ACMA**).

The SFOA is binding on Ballarat Community Telco and you, the customer, from the time we accept the application form which you completed in order to become our customer for the relevant Services (**Application Form**). Regardless of whether you have read the SFOA, you must comply with the SFOA.

The SFOA does not apply to the extent that your Application Form states any special terms and conditions for a particular service. For example, in some instances, Ballarat Community Telco may agree to provide Services to you for a fixed or minimum term greater than 30 days (**Fixed Term**). In such cases, the Application Form will state the specific details of the agreement between you and Ballarat Community Telco. Our agreement is otherwise governed by the SFOA.

If we have agreed to provide Services to you for a Fixed Term, and neither you nor Ballarat Community Telco cancel the Services at the end of the Fixed Term, Ballarat Community Telco will continue to supply the Services to you on a month-to-month basis.

For information about your rights and obligations under the SFOA, please review the SFOA.

2. SFOA Summary

In accordance with the *Telecommunications (Standard Form of Agreement Information) Determination 2003*, Ballarat Community Telco must give a summary (this **Summary**) of the SFOA to all new customers. This Summary provides you with an overview of important terms and conditions in the SFOA. It does not deal with all of, or override any of, the terms and conditions of the SFOA.

Up-to-date copies of the SFOA, this Summary, including variations, can be obtained from Ballarat Community Telco's website ballarat.communitytelco.com.au or from the Ballarat Community Telco office. Copies of this Summary in other languages, braille, audio or large print format are available upon request from the Ballarat Community Telco office.

This Summary is correct at the time of printing, but may be updated from time to time to reflect changes to the SFOA which we are permitted to make in

accordance with its terms or as otherwise required by law.

3. Changing the SFOA

Ballarat Community Telco may need to change the terms of the SFOA, and therefore our agreement with you, due to circumstances beyond our control, including changes in law, urgent changes required for security reasons, changes by one of our suppliers (**Supplier**) of the terms on which they supply services to us or to the functionality or nature of a Service or its underlying technology.

Our right to vary the terms of our agreement and your rights to terminate our agreement if we do so are set out in clauses 2.5 to 2.7 of the SFOA. The ways in which we may give notice to you of such variations is set out in clause 16.1 of the SFOA .

If we elect to make changes for our own purposes we will give you at least 30 days prior notice of any changes we elect to make.

If any changes made to your agreement will cause detriment to you, for example, result in a material increase in the fees or unreasonably change the characteristics or functionality of the Service we initially supplied you are entitled to cancel your agreement in accordance with the above clauses.

4. Services

Ballarat Community Telco will provide you with Services you have requested on your Application Form. Ballarat Community Telco can use either its own facilities and equipment or those of another Supplier.

The Services can be one or more of the following products or services:

- Fixed telephone: PSTN; Voice over Internet; Conferencing; Broadcast service; Rebill Services; Access Services; OnNet/OffNet Voice Termination; Softswitch Capability;
- Data networks: Access layer; Frame/MPLS Trunk; Wireless Networks; ATM; DDS/DAR/ISDN Services; PAPT; DSL; HFC/PONS;
- Mobile telephone: GSM; 3G Services; WAP; GPRS; Satellite; SMS; Pre Paid/ Post Paid;
- Internet: Dial up services; Broadband; Virtual ISP; Hosting;
- e solutions / m commerce: Multi media; messaging; B2B Applications; B2C Applications; Portal; Satellite; One Way and Two Way Connectivity;
- Call Centre: Provisioning/Assurance; After Hours Support;

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- Infrastructure: Access/Networks; Customer Access Networks; and
- Business Continuity Services: SAN; NAS; Hosting; Continuity; Data Management.

These Services are described in detail in the Service Book of the SFOA. The Service Book also sets out conditions imposed by Suppliers and specific terms and conditions in relation to particular products and services. The Service Book may be updated by us from time to time.

Ballarat Community Telco does not offer Priority Assistance services.

If you would like to report a fault, please call 1300 660 703

5. Fees

You must pay for the Services you receive according to the fees set out in the Rate Card (the **Fees**). The Rate Card is displayed from time to time on our website ballarat.communitytelco.com.au. Administrative Charges are also set out in the Schedule of Charges available at ballarat.communitytelco.com.au. The Fees and Administrative Charges are GST exclusive and an additional amount on account of GST will be payable by you. Fees and Administrative Charges may apply to connection, reconnection, disconnection, access, usage (including timed and untimed calls), equipment, content provided with usage, number reservation, maintenance, repairs, and other fees associated with the supply of the Services.

Fees may also vary depending on the type of call (voice or data), the type of customer (residential or business), the volume of calls and any specific terms agreed upon by you and Ballarat Community Telco as evidenced in your Application Form. Any discounts, credits, rebates or special rates which may apply to you will be stated in the Application Form.

Ballarat Community Telco may vary any Fees or Administrative Charges in accordance with our rights to change the SFOA as set out in clauses 2.5 to 2.7 of the SFOA.

6. Invoices

Unless otherwise agreed or notified, Ballarat Community Telco will send you a monthly invoice for the Services you receive, including GST (if applicable), but interim invoices may be issued at anytime. The invoice contains the amount due to be paid, the date on which the amount is due and how you can pay the amount due (by credit card, B-PAY, cheque or money order).

Payments made by credit card standing authorisation with AMEX or Diners Club will be subject to a surcharge of 1.5%. Ad hoc payments made by credit card (not standing authorisation) will be subject to a surcharge of 2.5%.

Periodic fees, including connection and service fees (if applicable) are invoiced in advance while usage fees, including call charges, and other non-periodic fees are invoiced in arrears. You are liable to pay any additional amount if you have been undercharged.

Invoices must be paid in full by the due date otherwise you may be charged interest on the unpaid amount until the amount is paid in full. If you pay your invoice by direct debit and there are insufficient funds available to pay the invoice, or if payment is made by cheque and that cheque is dishonoured, you may be charged an Administrative Charge. All such charges are set out in the Schedule of Charges.

If your invoice continues to be unpaid in full 21 days after the due date, as it appears on your original invoice, Ballarat Community Telco may limit, suspend, disconnect or cancel your Services and after 30 days, Ballarat Community Telco may vary or remove any discounts provided to you.

You may dispute an invoice within 6 months of the date of the relevant invoice.

7. Prepayment

Ballarat Community Telco may require you to pay the estimated cost of an invoice period in advance if we have reasonable grounds to believe that you may be a credit risk. We will require such a prepayment if, for example, you have no credit record or history of residence in Australia, or if we have evidence that you have failed to pay outstanding charges on a previous account in your name for this type of service. We may cancel, suspend or disconnect a Service if you do not provide such prepayment.

8. Equipment

Any equipment Ballarat Community Telco provides to you for the supply of the Services and which we do not sell to you (the **Service Equipment**) remains our property.

Any equipment sold to you (the **Purchased Equipment**) will become your property when you have paid for it in full. Loss or damage to the Purchased Equipment is at your risk upon delivery of the Purchased Equipment to you.

9. Customer Service Guarantee

To the extent that Ballarat Community Telco provides its customers with a standard telephone service (as defined in the *Telecommunications (Consumer Protection and Service Standards) Act 1999*) and

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specified enhanced call handling features, it must comply with the Customer Service Guarantee Standard (**CSG**). The CSG sets out minimum performance standards in relation to service connection times, fault repair times and keeping appointments to provide you with these services. The CSG does not apply to mobile phone services, customer equipment or to customers that have more than five telephone services.

If Ballarat Community Telco does not meet the CSG performance standards, you may be entitled to receive specified monetary compensation.

The CSG also sets out circumstances in which Ballarat Community Telco may be exempt from meeting the CSG standards, including where you unreasonably refuse us access to your premises or if you miss an appointment without providing us reasonable notice.

For more information about the CSG, see the ACMA's website at www.acma.gov.au

10. Limitation, suspension, disconnection and cancellation of the Services

The term of the SFOA continues until you choose to cancel the Services or we exercise our right to limit, suspend, disconnect or cancel the Services. You must give Ballarat Community Telco 30 days written notice if you want to cancel the Services, unless you are otherwise entitled to cancel the Services for Ballarat Community Telco's material breach of our agreement or where you are entitled to cancel the Services in accordance with clauses 2.5 to 2.7 of the SFOA because we have elected to vary the terms of our agreement.

Ballarat Community Telco may limit, suspend, disconnect or cancel the Services in a number of circumstances such as: you request us to do so; we are required by law to do so; there is an emergency; we have reasonable grounds to believe a threat exists to the security or integrity of our network or that provision of Services may cause, death, injury or damage to property; for network maintenance, repair or restoration; you do not pay Fees or invoices by the due date; you do not provide a prepayment as requested; you engage in fraud or other illegal conduct; you become bankrupt or insolvent or we have reasonable grounds to suspect you are a credit risk; you vacate the premises to which we supply the Services; you do not provide access to your premises for repairs or maintenance upon our reasonable request; you do not repair or maintain your own equipment; your equipment interferes with our network or you fail to comply with the "Acceptable Use Policy" which applies to your Service.

You are still required to pay any Fees incurred before the limitation, suspension, cancellation or disconnection of the Services plus any minimum ongoing fees during the suspension, and, where the suspension, cancellation or disconnection was the result of an act or omission or other conduct by you in breach of our agreement, an Administration Charge may apply if you want the Services reconnected.

On the cessation or termination of the supply of Services you must return the Service Equipment to us or make it available for collection by us.

11. Early termination fee

If we have agreed to provide Services to you for a Fixed Term and you cancel the Services before the end of the Fixed Term, you must pay the unexpired portion of any periodic Fees in the form of an early termination fee, as stated or calculated in accordance with the Schedule of Charges for the relevant Services. You will not be liable to pay an early termination fee where you are entitled to cancel the Services for Ballarat Community Telco's breach of our agreement or because we have elected to vary the terms of our agreement in accordance with clauses 2.5 to 2.7 of the SFOA.

12. Transfer of the Services

If you want to transfer to our Services you authorise us to sign all forms in relation to the transfer on your behalf; to provide written notification to your previous Supplier; and pay all amounts due to your previous Supplier up to the date of transfer.

If you want to transfer any of the Services to another supplier, you will remain liable to Ballarat Community Telco for any Fees due up until the date of transfer for the supply of the Services. Any unpaid amount must be paid in full within 7 days of our invoice for such Fees.

13. Indemnities

You indemnify Ballarat Community Telco (this means you will be required to pay any cost, loss, damage or expense which we incur) against the consequences of you not having the right to provide any personal information that you do provide to Ballarat Community Telco for the purpose of receiving the Services; your use of the Services to transmit or publish any material which is defamatory of any person, or any material in breach of copyright or any obligations of confidentiality, or otherwise in breach of any law; any loss or damage to the Service Equipment; any claim by the property owner in relation to our entry onto the premises at which you receive the Services; any amount claimed against you by a previous supplier, current supplier or

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another person in relation to the supply of previous telecommunication services or the Services.

14. Limitation of liability

To the extent permitted by law, Ballarat Community Telco does not warrant that the Services will be free of interruption, delays or faults of any kind.

Ballarat Community Telco provides the Services to you subject only to the terms, conditions and warranties contained in the SFOA and those which are implied by law and cannot be excluded. For example, if the service we supply to you is of a kind ordinarily acquired for personal, domestic or household use then it may be implied by law that:

- the service must be provided with due care and skill; and
- any goods supplied in connection with the service will be reasonably fit for the purpose for which they are supplied.

If we breach a term, condition or warranty that is implied by law and cannot be limited or excluded then we will be liable for that breach in accordance with the law applied in the courts having jurisdiction over this Agreement. Where we are permitted by law to limit our liability for that breach, our liability to you is limited:

- if the breach relates to the supply of equipment, the repair or replacement of the equipment, the supply of equivalent equipment or the payment of the cost of repairing or replacing the equipment or supplying equivalent equipment; or
- if the breach relates to the supply of a service, resupplying the service or payment of the cost of having the service resupplied.

Our other rights to limit or exclude our liability to you are set out in clause 12 of the SFOA.

15. Personal Information

The Privacy Act and related legislation imposes strict obligations on Ballarat Community Telco and its related entities and authorised agents, collecting, holding, using and disclosing your personal information.

You agree to Ballarat Community Telco or its authorised agents collecting, holding, using and disclosing your personal information for the purpose of managing your account and as necessary to fulfil our obligations under the SFOA in connection with the supply of the Services to you (including disclosing your personal information to our Suppliers and service providers for interconnection, invoicing, debt

collection, outsourced installation and repairs and the other purposes set out in clause 6 of the SFOA).

Unless you elect on your Application Form (or otherwise tell us) that you do not wish us to use your personal information for direct marketing purposes, we will use your personal information to send you information about our products and services and those of our related bodies corporate, affiliates, franchisees, resellers and other suppliers whom we may engage in joint initiatives.

You must inform us of any changes to your personal information and supply true and correct information.

If you require commercial or consumer credit, you also agree that we may use your personal information for the purposes of obtaining a credit report which will help us to assess your application for credit and also to assist us to collect any overdue payments. We will only disclose credit information to a credit reporting agency or other credit providers for those specific purposes set out in the SFOA.

16. Complaint handling

Ballarat Community Telco aims to investigate and resolve your complaints about the Services quickly and effectively. If you have a complaint, please contact a Ballarat Community Telco office quoting the customer number on your invoice. All responses to complaints will be in writing.

If you are not satisfied with the way in which Ballarat Community Telco handles your initial complaint, you can request that the complaint be transferred to a senior representative, who will review your complaint and the way in which it was handled.

If you remain unsatisfied by Ballarat Community Telco's handling of your complaint or the outcome, you can take your complaint to the Telecommunications Industry Ombudsman (**TIO**). The TIO is authorised to investigate certain complaints by residential and small business users of telecommunications and Internet services. For further information, see the TIO's website at www.tio.com.au

The Office of Fair Trading, or its equivalent, in your State or Territory may also investigate consumer complaints.

17. Further information

For a free copy or further information about the SFOA, this Summary, Services, Fees or any information contained in this Summary, contact the Ballarat Community Telco office:

39 Peel Street North
BALLARAT, VIC, 3550
ballarat.communitytelco.com.au