

Our Terms & Conditions

Southern Phone Company Limited will supply you with telecommunications Services on the terms and conditions set in this Standard Form of Agreement.

"Services" means the communications services including the Fixed Line, Mobile or Internet Services as specified on the Application Form or during the Transfer Authorisation Recording. Words not defined in this document have the same meaning as in the Telecommunications Act 1997.

1. Our Agreement with you

- a. We (Southern Phone Company Limited) will provide you (the Customer) with Services in accordance with these terms and conditions that form our Agreement with you.
- b. You and we must comply with our Agreement.
- c. Our Agreement includes our current price list, which is subject to variation. If we make any change detrimental to you we will tell you 30 days before making any changes. This information may be printed on your monthly bill.
- d. You must notify us within 14 days if you change your address or billing contact details.

2. Commencement and term of the Agreement

- a. This Agreement commences when you submit your written Application or when you complete a recorded Agreement with us to buy the Services and continues until terminated.
- b. The provision of Services commences when your account is transferred from your current supplier to us or when the necessary arrangements for the provision of the Services to you have been completed.
- c. We reserve the right to reject any application without providing reasons.

3. The Services

- a. You must pay us for the Services you use.
- b. We will provide you with those Services available to us using our facilities and those of our suppliers. We may change those suppliers without asking you.
- c. We aim to provide, but do not guarantee a fault free service. When a fault does occur we will rectify it as quickly and efficiently as possible.
- d. We do not guarantee mobile phone coverage.
- e. You must not use a Service to commit an offence or allow anybody else to do so.
- f. In relation to Internet Services you must not download or transfer data or images that are unlawful or engage in any destructive or disruptive action such as hacking, ping attacks or spamming.

4. Transfer of Services

- a. In order for you to use our Services we must transfer your Services from your previous provider, in which case:
 - i. You appoint us as your agent to transfer these Services to us and if we ask, you will give your previous supplier instructions to transfer your services from them to us.
 - ii. You accept responsibility to pay your previous supplier any money you owe them.
- b. If you transfer to another supplier in future you must pay all our bills for our Services used up to the time the transfer is made.

5. Billing and Payments

- a. We will generally bill you monthly. We charge in advance for plan fees and line rental and in arrears for calls, excess data and other usage charges. We try to include all charges relating to a billing period on that bill. Where that does not happen bills may include charges from previous billing periods. If your account is less than \$10 we may carry that amount over to the following bill.
- b. You must pay the charges even if the use of those Services was not authorised by you. Charges you incur from third parties (eg international roaming or premium 1900 services) will appear on our bill but are outside our control.
- c. You must pay on or by the due date or we may charge you a late payment fee. If you do not pay your bill we will suspend Services to you 10 calendar days after the due date shown on the bill unless you notify us in writing of a dispute about those charges.

- d. We may impose a credit limit on your account or we may require a security deposit or interim payment at any time. We may suspend your Service if you exceed your credit limit.

6. Contract Periods

- a. If you have agreed to a fixed term contract and you terminate the contract before the Minimum Contract Period expires you will be charged a Break of Contract fee.
- b. When the contract expires you may renew the contract or we may provide your Service on a month-by-month basis if the Service is still available.

7. Termination of the agreement

- a. You may terminate this Agreement by giving us 30 days written notice. If you have agreed to a fixed term contract you must pay us the applicable break of contract fee.
- b. We may terminate this Agreement by giving you 30 days written notice. If we exercise this right and you have a fixed term contract we will not charge any break of contract fee.
- c. We may terminate this Agreement immediately if:
 - i. You have breached this Agreement;
 - ii. A liquidator or receiver is appointed to wind up your business;
 - iii. You change your billing address and do not notify us.
- d. We may terminate this agreement at any time by written notice if other carriers cease to provide necessary Services to us.
- e. If we are unable to provide the Services, other than through a temporary disruption, then you may terminate the agreement.

8. Liability

- a. We accept liability to you in accordance with the Trade Practices Act, the Customer Service Guarantee and other laws. Otherwise we are not liable to you for any loss or damage in connection with our Services (e.g. lost profits or business or any other consequential losses).

9. Fair Use Policy

- a. In the case of fixed line and mobile services we consider excessive use to be more than 2,500 eligible call minutes per service per month. Fixed line eligible call minutes include calls to mobiles, long distance calls and international calls.
- b. If you are in breach of our Fair Use Policy we will advise you and request immediate compliance. We may also limit your use of our Services.

10. Assignment

- a. You may assign your rights and obligations under this Agreement if we agree in writing.
- b. We may assign our rights and obligations under this Agreement to another service provider if we give you 30 days written notice.

11. Complaint Handling

- a. If you have any complaints please contact us and we work with you to resolve it in accordance with our Complaints Handling Policy. If your complaint is not resolved by us you may contact the Telecommunications Industry Ombudsman (TIO).

12. Customer Service Guarantee

- a. Minimum performance standards (CSG Standard) exist for the connection and fault rectification of fixed line phone services. You may be entitled to compensation if we fail to comply with the CSG Standard. For more information visit www.acma.gov.au or go to your phone book.

13. Privacy Statement

We respect your right to privacy. We are bound by the Privacy Act 1988 and we observe the National Privacy Principles.

We may record information:

- a. You provide by telephone, in writing or when you enter your details on our website;
- b. Supplied by third parties, such as credit reporting agencies;
- c. From publicly available sources; and
- d. When legally required to do so.

We may use the information we record

- a. For credit verification, billing and debt collecting purposes;
- b. To inform you of changes and additions to our services;
- c. To provide customer support;
- d. To research usage to develop the capabilities of our services;
- e. To market other services to you. You can contact us and make an 'opt out' request if you no longer wish to receive these communications.

We may disclose your personal information to third parties which provide us with outsourced functions. These may include billing, debt collection and mailing providers. We may also disclose personal information to other telecommunications service providers, law enforcement agencies, government agencies, courts or our professional advisers, including our accountants, auditors and lawyers.

We strive to maintain the accuracy of the information we record. You may access your account details and correct your personal information by contacting our customer service team on 13 14 64.

We will take reasonable steps to ensure your personal information is stored securely. However, no transmission over the Internet or storage of information on servers connected to the Internet can be guaranteed to be absolutely secure. While we strive to protect your personal information from misuse, loss or unauthorised access we cannot guarantee the security of any information you transmit to us.

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