



southern cross  

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TELCO  
*The clear alternative.*

## STANDARD FORM OF AGREEMENT

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This Standard Form of Agreement ('SFOA') is between Southern Cross Telco Limited ACN 066 034 400 ('SCT'), and you, the customer. The SFOA sets out the terms and conditions in which SCT provides telecommunication services to you.

In accordance with telecommunications legislation, SCT and you, must comply with the SFOA unless a there is an express agreement to alter it. This SFOA operates in accordance with your signed Authorisation Form or Voice Recording Agreement and is collectively referred to as the 'Agreement'.

## 1. Transferring to SCT

### Your application for service

- 1.1** You authorise SCT to activate services to you on acceptance of your signed Authorisation Form or Voice Recording Agreement ('Application'). The Agreement between you and SCT commences on the date of your Application and continues until terminated by you or SCT, as provided for in this SFOA.
- 1.2** SCT will not provide service to you until we have processed and accepted your Application, and are satisfied that the information provided to us is correct. If SCT finds that any of the information provided by you is incorrect, SCT reserves the right at any stage to terminate its services to you and recover any amount outstanding owed by you.

### Accepting your application

- 1.3** SCT will determine whether a customer is transferred to SCT and is able to access our products and services based upon the following criteria:
- (a) the connection/transfer requirements for that service;
  - (b) your eligibility for the service or product;
  - (c) the service or product's availability to you; and
  - (d) our credit management requirements, which in accordance with clause 9.1, may include a credit assessment.

### Becoming our customer

- 1.4** In accordance with your Application, you authorise SCT to transfer/connect your services to us on your behalf and in your name. We do this by submitting an authorised authority to your current telecommunications supplier to transfer the services into SCT's name.
- 1.5** SCT will endeavour to transfer/connect your service within two (2) to four (4) weeks.
- 1.6** SCT will provide the services as indicated in your Application through such network carrier or supplier as SCT nominates. The quality of this carriage of service will be the same as that of the carrier or supplier.

- 1.7** You accept that during a transfer of internet service, there may be a brief period of interruption to service. SCT or its network carrier is not liable for any interruption or delay in the transfer process.
- 1.8** You agree to provide your correct name, address, other personal identifying details and other factual information as requested by SCT. If you provide SCT with false information, SCT may suspend or terminate the services, as provided for in clause 12.4(c).
- 1.9** No credits issued by your previous supplier before or after the date of transfer will be credited to your SCT account.

### Cooling off period

- 1.10** Despite any other provision in this SFOA, you may cancel this Agreement within a period of ten (10) normal days from the date you authorise the transfer of your service via your Application.
- 1.11** Any cancellation of this Agreement during the cooling off period must be in writing or by your verbal consent to SCT to cancel, by contacting us.
- 1.12** If this Agreement is cancelled during the cooling off period, the agreement is deemed to have been terminated by mutual consent.
- 1.13** If this Agreement is cancelled within the cooling off period:
- (a) you must immediately return any products purchased from us or given to you by us or arrange for the immediate return of those products to us;
  - (b) you are responsible for the cost of returning those products to SCT;
  - (c) you must pay SCT for any services rendered by SCT pursuant to your Agreement; and
  - (d) SCT will refund to you any outstanding money paid by you under the Agreement and may deduct any amount owed by you.
- 1.14** If you are unable to return any products purchased from SCT upon cancellation of this Agreement, SCT may charge you for those products. SCT may deduct any amounts payable by you from any money required to be refunded to you by SCT.

## 2. Use of Personal Information

- 2.1** You agree and authorise SCT to collect, use and disclose personal information, in accordance with the *Privacy Act 1988*, which may include: personal identifying details such as name, address, contact information, date of birth, driver's licence details and employment details; and details of your account and information relating to calls and call charges; to our network carrier or other suppliers, agents or contractors and use that information for account management purposes, or if we are legally required to do so. You provide this information in connection with the supply of services to you, as the customer. Further information may be found in our Privacy Policy, which is available from our website.
- 2.2** You agree and authorise SCT to use your personal information, in accordance with the *Privacy Act 1988*, for the purpose of research, development and promotion of SCT and its related companies' products and services.

### 3. Products & Services

#### Products & services offered by SCT

**3.1** SCT is able to provide the following services and products through our network carrier:

- (a) Service and Equipment charges;
- (b) local telephone calls;
- (c) long Distance telephone calls (including National, Fixed to Mobiles and International calls); and
- (e) dial up and ADSL internet services.

#### Products & services not offered or billed by SCT

**3.2** SCT is unable to provide the following products and services. They will either be lost when your transfer of service to us is complete, or you will be charged at a higher rate by SCT:

- (a) other service provider or carrier specials;
- (b) Local Wide Area calls;
- (c) ISDN or Onramp Capped Local, 0198 or data calls
- (d) calling cards supplied by other telecommunication providers; and
- (e) 101 Messagebank.

**3.3** SCT does not bill the following products and services; however you may be billed by our network carrier for your use of:

- (a) White and Yellow Pages charges;
- (b) Telepath calls; and
- (c) Commander charges

## 4. Telephone Landline Services

- 4.1 Telephone Landline services refer to the telecommunication services offered to you in your Agreement, for the purpose of providing local and/or long distance calls, and also providing information in relation to such services and associated value added services or products.

### Service and Equipment charges

- 4.2 We will charge you in advance a monthly Service and Equipment fee for each telephone service you have billing with SCT.
- 4.3 Any increases in the monthly Service and Equipment fee for landline services charged to SCT from our network carrier will be passed on to you.
- 4.4 Customers who choose to bill with SCT for only their Service and Equipment and local calls, will be placed on a 'local and access only' pricing plan and charged at a higher rate for their Service and Equipment. Similarly, for those customers with "duet lines", a higher Service and Equipment fee will be charged, where the prime line is not billing with SCT.

### Your responsibilities

- 4.5 You are responsible for any products as soon as they are delivered to you. If you have damaged, lost or incurred a loss in relation to any product you have purchased or are renting from SCT, you may be required to pay for this product and accompanying service in full or pay a provisioning cancellation fee charged by SCT from our network carrier.
- 4.6 You are responsible for any equipment at that belongs to SCT or our network carrier. You are responsible for payment for any loss or damage to either SCT or our network carrier's equipment provided to you except fair wear and tear. For the purposes of this classification, fair wear and tear will be determined by SCT.
- 4.7 You must arrange your own insurance for all SCT equipment and services.
- 4.8 You are responsible for all service charges and calls made from your landline, despite if your telephone landline service is misused by another party.
- 4.9 You must contact SCT immediately upon misuse, damage or theft of your landline service. You will be liable for all telephone charges until your service is suspended by SCT upon your request.

## New connections - fees

**4.10** SCT will charge you a 'once off' fee for all new connections. The fees for connection of a standard business or residential landline service are as follows:

- (a) \$59.00 (inc. GST) for an in place connection (brand new connections only).
- (b) \$299.00 (inc. GST) for a brand new connection to the first socket (Point of Entry) in a residential premises plus additional cable and / or labour if required.
- (c) \$299.00 (inc. GST) for a brand new connection to the Main Distribution Frame for a business premises plus additional cable and / or labour if required.
- (d) The customer will also be responsible for all charges associated with the installation of cable, which will be conducted by our network carrier. These charges may include trenching, or other equipment for housing the cable.

**4.11** For all new connections for non SCT customers, a deposit of \$100.00 (inc. GST) may be required in order to process the request. A credit check may also be performed on the Legal Lessee of the line as per our Credit Management clause 9.1.

**4.12** SCT reserves the right to pass on any increases to connection charges by our network carrier customers. This would appear as a fee on your next monthly account.

**4.13** SCT will process residential requests for directory listings in the White Pages. However, for business directory listings, you must contact White Pages.

## Priority Assistance

**4.14** Priority Assistance is a service designed to help those, or people living at their home, who have a diagnosed life-threatening medical condition and whose life may be at risk without access to a fully operational telephone service.

**4.15** SCT offers Priority Assistance for customers who are eligible to receive this service. Special conditions apply for this service and customers are required to submit an application. Further information and application forms may be requested by contacting customer service.

**4.16** Priority Assistance only applies to standard telephone services and does not apply to mobile phones or internet services.

## Move order and change of ownership

- 4.17** When requesting a moving order or change of ownership, you are responsible for informing SCT of any services, such as security systems, internet or ADSL, which may be affected by this process. We will endeavour to ensure that all the necessary arrangements are made to prevent possible outages to these services.

## SCT Local Direct

### Local Number Portability

- 4.18** Subject to the terms and conditions of this SFOA, you may Port your Phone Number from your previous supplier to SCT if that phone number is declared Portable under the ACA Numbering Plan 1997 and no exemption has been granted by the ACA.
- 4.19** If you wish to Port your Phone Number from SCT to another supplier, then you must contact that other supplier.
- 4.20** In order for SCT to Port your Phone Number you must complete a signed Authorisation Form or Voice Recording Agreement ('Application') as per Clause 1.1 and satisfy the requirements for service as specified in Clauses 1.1 to 1.3 inclusive and any other requirements imposed by SCT at SCT'S discretion.
- 4.21** SCT is able to provide you with the facility to implement the Porting of your telephone numbers(s) outside of your normal business hours of operation, if required. SCT will require access to your premises for the porting implementation. Failure to provide access to your premises at agreed times or failure to provide sufficient notice to change an agreed time may result in:
- (a) the Porting implementation not being completed within the agreed implementation schedule; and
  - (b) loss of existing Service.
- 4.22** SCT cannot Port your Phone Number and move the address of your Phone Number on the same day.
- 4.23** If your Phone Number(s) is inactive at the time of the Porting by SCT, you must notify SCT as soon as the Phone number(s) become active.
- 4.24** SCT reserves the right to charge you for the Porting of a Phone Number.

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- 4.25** You acknowledge that by Porting the Telephone Number, any DSL/Spectrum Sharing Service associated with that Telephone Number is disconnected and may result in finalisation of the Customer's DSL/Spectrum Sharing account for that service.
- 4.26** You acknowledge that although you have the right to Port your Telephone Number(s) to SCT, there may be costs and obligations associated with the Port which may include early termination fees and Porting fees.

## 5. Mobile Services

- 5.1** Mobile services refer to the mobile services offered to you in your Agreement, also providing information in relation to such service and associated value added services or products.

### Mobile connection

- 5.2** When you agree to purchase and connect an SCT product and/or service, such as a mobile handset and GSM SIM card, you must authorise SCT to connect this service or product within 30 days of your authorisation. If not, the Application will need to be completed once again.
- 5.3** If you have a single mobile directory listing in the White or Yellow Pages, it is your responsibility when you transfer to SCT to advise White or Yellow Pages that you still require the listing.

### Handset and other mobile products

- 5.4** If you purchase a phone handset or other mobile products from SCT, you will not own that phone handset and/or products until you have paid for them in full. You agree to pay SCT for those products as set out in the Agreement and on your account. If you damage any handset or product before they are paid for in full, you are still liable to SCT for the full cost.
- 5.5** If any product does not function or is faulty, the responsibility of repair and/or replacement lies with you, the customer.
- 5.6** You must arrange your own insurance for your handset and other mobile products.
- 5.7** The performance, quality and workmanship of any product are governed by the manufacturer's warranty. Unless specifically stated, SCT is not a party to any such warranty. SCT will notify you of any applicable manufacturer's warranty.
- 5.8** You must contact SCT immediately upon loss or theft of your phone handset. If the phone handset is lost or stolen you are responsible for all service and call charges until SCT receives a copy of a police statement reporting the phone handset as lost or stolen and/or your service is suspended by SCT upon your request.

### Freedom Cap Plan Conditions

- 5.9** You agree that cap plans are promotional plans only and can be removed at any stage at the sole discretion of SCT.

**5.10** For *Freedom Cap \$49, \$79, \$149 Plans.*, you agree that you pay the first ‘cap plan’ worth of national voice calls and text, international SMS, national video calls, national MMS, VoiceMail each billing period, after which these services are free up to a maximum of the ‘included value’ per billing period. Other calls and services are not part of the cap and usage will be charged for in addition to the Cap.

You agree that you will pay the ‘minimum cap’ amount each month even if you do not make calls to that value. For the part month, you will pay only part of the minimum spend and you will also receive only part of the Cap amount. You are not able to view your monthly usage prior to receiving your bill. If you exceed the ‘included value’ of these services in any one billing period, standard rates of your plan will apply.

**5.11** If you choose a 6, 12, or 24 month minimum commitment plan with a reduced handset cost and you cancel your SCT Mobile Service, downgrade or change your plan, or it is disconnected for any reason, or you switch carriers within your minimum handset term you agree that you will pay the “handset recovery fee” remaining on your phone, if any. No additional “Termination Fees” will apply.

Additionally, if your SCT Mobile Service has not connected within 30 days of handset dispatch, SCT reserve the right to charge the full outright price of the handset ordered.

**5.12** The following monthly “handset recovery fees” apply per month remaining on the handset minimum commitment time period.

Nokia 5070				Nokia 5300			
	\$49	\$79	\$149		\$49	\$79	\$149
Commitment	Cap	Cap	Cap	Commitment	Cap	Cap	Cap
6 mnth	\$10.00	\$12.50	\$17.50	6 mnth	\$17.50	\$20.00	\$22.50
12 Mths	\$7.50	\$10.00	\$7.50	12 Mths	\$12.50	\$15.00	\$20.00
24 Mths	\$7.50	\$7.50	\$7.50	24 Mths	\$10.00	\$12.50	\$17.50

  

Samsung E250				Nokia 6300			
	\$49	\$79	\$149		\$49	\$79	\$149
Commitment	Cap	Cap	Cap	Commitment	Cap	Cap	Cap
6 mnth	\$12.50	\$15.00	\$20.00	6 mnth	\$20.00	\$22.50	\$27.50
12 Mths	\$8.00	\$12.50	\$15.00	12 Mths	\$15.00	\$17.50	\$25.00
24 Mths	\$8.00	\$10.00	\$10.00	24 Mths	\$12.50	\$15.00	\$22.50

  

Sony Ericsson Z610i				Nokia 6110 Navigator			
	\$49	\$79	\$149		\$49	\$79	\$149
Commitment	Cap	Cap	Cap	Commitment	Cap	Cap	Cap
6 mnth	\$20.00	\$22.50	\$27.50	6 mnth	\$22.50	\$25.00	\$30.00
12 Mths	\$15.00	\$17.50	\$25.00	12 Mths	\$17.50	\$20.00	\$27.50
24 Mths	\$12.50	\$15.00	\$22.50	24 Mths	\$15.00	\$17.50	\$25.00

The fee is a once off charge on the next applicable invoice after the change to the plan, cancellation or disconnection. For example the cancellation of a service linked to a Nokia 5070 for \$0 upfront on a \$49 Cap after 6 months would incur the following: (24 months – 6 months) \* \$7.50 = \$135 charged on the next invoice.

For handsets purchased on the Freedom Cap special between 4 September 2007 and 30 November 2007, the following monthly “handset recovery fees” apply per month remaining on the handset.

Nokia 6300				Nokia 6110 Navigator			
Commitment	\$49 Cap	\$79 Cap	\$149 Cap	Commitment	\$49 Cap	\$79 Cap	\$149 Cap
12 Mths	\$15.00	\$17.50	\$20.00	12 Mths	\$17.50	\$20.00	\$22.50
24 Mths	\$12.50	\$15.00	\$17.50	24 Mths	\$15.00	\$17.50	\$20.00

  

Sony Ericsson W580				Sony Ericsson K810i			
Commitment	\$49 Cap	\$79 Cap	\$149 Cap	Commitment	\$49 Cap	\$79 Cap	\$149 Cap
12 Mths	\$15.00	\$17.50	\$20.00	12 Mths	\$17.50	\$20.00	\$22.50
24 Mths	\$12.50	\$15.00	\$17.50	24 Mths	\$15.00	\$17.50	\$20.00

  

Samsung D900i				Nokia N95			
Commitment	\$49 Cap	\$79 Cap	\$149 Cap	Commitment	\$49 Cap	\$79 Cap	\$149 Cap
12 Mths	\$15.00	\$17.50	\$20.00	12 Mths	\$35.00	\$37.50	\$40.00
24 Mths	\$12.50	\$15.00	\$17.50	24 Mths	\$30.00	\$32.50	\$35.00

- 5.13** All reduced handset pricing based upon handset commitment periods are subject to change without notice and are subject to handset stock being available. SCT will endeavour to ensure handsets are available but accepts no responsibility for being unable to provide an advertised handset due to circumstances out of its control.

### Provision of mobile services

- 5.14** SCT does not guarantee service in any area. You accept that the services are not available in all areas, are not free from faults or interruptions and may not be able to be used in some buildings, or at certain times.

### Fees and charges

- 5.15** If your SCT mobile bill is under \$20.00 for your normal monthly account, SCT reserves the right to charge you a \$5.00 administration service fee. The \$5.00 administration service fee will not be charged in the following circumstances:

- (a) if your monthly bill has more than \$20.00 worth of mobile charges; and
- (b) if you have a fixed line service billing with SCT, under the same customer file number details.

- 5.16** If you wish to change your existing mobile number to another mobile number, SCT reserves the right to charge a \$35.00 fee for this change.

## International roaming

- 5.17** When you request a roaming service overseas, you agree to pay all call charges in connection with the provision and use of the roaming services, including local taxes and surcharges.
- 5.18** SCT may require you to pay a \$500 security deposit prior to making roaming facilities available. If you fail to comply with the terms and conditions of your service, SCT may use the security deposit to meet any cost, loss or liability incurred as a result. If you meet these terms and conditions of this Agreement, we will return the security deposit to you without interest.

## 6. Internet Services

**6.1** Internet services are the internet services offered to you in your Agreement, which provide internet dial up, ADSL and mobile broadband services and also providing information in relation to such services and associated value added services or products.

**6.2** SCT is only able to provide internet services if you have a qualified telephone line that is a standard telephone service capable of supporting an internet service (dial up or ADSL). SCT is only able to continue to provide internet service to the extent that you continue to use the qualified telephone line that the internet service was originally provided for.

## Mobile Broadband Usage

**6.3** Actual data speed can vary depending on your computer's configuration and capacity, the capability and load of the sites visited, which bearer you are currently using (GSM, 3G, HSDPA), the variable nature of the Internet and the amount of simultaneous usage on the Optus network. For GSM, 3G and HSDPA coverage visit [www.optus.com.au/coverage](http://www.optus.com.au/coverage). All services subject to network availability.

**6.4** Mobile Broadband USB Modem pricing subject to a 24 month minimum commitment period. If you cancel or disconnect your service within this period you will be required to pay a Hardware Recovery Fee of \$12.50 for each month remaining in the commitment period. No additional Termination Fees will apply.

**6.5** Data usage will be calculated as a combined total of uploads and downloads measured in Kilobytes (KB). For all purposes 1Megabyte (MB) = 1,024 Kilobytes (KB). The Mobile Broadband service monitor shows approximate megabytes only. Actual megabyte usage will depend on a number of factors including which network is currently being used. If you exceed your data plan monthly included usage allowance for your Service in any billing period, an excess usage rate of \$0.15 (inc GST) per MB will apply. Unused data allowance in any month cannot be rolled into subsequent months. You are not able to view your monthly usage prior to receiving your bill. Mobile Broadband plans may only be used as a data plan. This offer excludes services including Optus Zoo, Voice calls, International voice calls, Voicemail, SMS, International SMS, premium and Third Party SMS, MMS, International MMS, 1300, 1900 and other services are barred from this service.

**6.6** SCT Mobile Broadband data plans are only available for use on modems supplied by SCT or compatible PC cards approved by Optus.

**6.7** Activation of International Roaming may not be permitted with all mobile broadband services and is at the discretion of Credit Management.

**6.8** Software Requirements: You must have Microsoft Windows 2000, Windows XP (32 bit only), Windows Vista (32 bit only) or Mac OS X 10.3.7 or later operating system to connect to the service. Subject to your rights under the Trade Practices Act, SCT does not make any warranty regarding the software of data provided to you as it operates on your computer and interacts

with your other applications. Fair Use Policy applies - please see [www.sctelco.com.au](http://www.sctelco.com.au) or call SCT Customer Service for details.

- 6.9** A 12 month warranty applies to the Mobile Broadband USB Modem. Before you report a faulty modem to us, you must take all reasonable steps to ensure that the fault is not caused by any equipment that is not related to the Mobile Broadband USB Modem.

To replace your faulty Mobile Broadband USB Modem contact SCT Customer Service. Misuse or damage caused to the modem will deem the warranty void. In such instances, a replacement modem will be charged at the full retail price.

### Fees and charges

- 6.10** For ADSL services, SCT will charge a once off internet setup fee.
- 6.11** SCT will also charge a monthly Internet Access Plan fee for each internet service you have billing with SCT.
- 6.12** You are responsible for all internet charges on your account despite if your internet service is misused by a third party.
- 6.13** SCT will bill your internet service (dial up, ADSL and mobile broadband) on the same account as your landline telephone services with SCT. If you transfer your landline away from SCT and leave your internet services only, SCT may charge you a higher monthly internet plan fee.
- 6.14** Details relating to applicable internet charges, including packages and discounts, are outlined in your Agreement and rate sheets. Please note, this information does not represent the complete service pricing policy of SCT and should not be regarded by you as exhaustive.
- 6.15** Relocation charges apply for those services relocated to a new address (dial up and ADSL broadband). If the relocation is within the first 6 months of connection the fee is \$209.00 (inc GST); and for relocation is after 6 months the fee is \$99.00 (inc GST). If service is unable to be provided at the new address, the relocation is treated like a cancellation, in accordance with clause 6.26.

### Incompatible products

- 6.16** Connection of internet service will mean that incompatible products from SCT or other service providers will not be supplied to you. If you are using any incompatible products, SCT will not supply the internet service on the relevant qualified telephone line.

## Monitoring service

- 6.17** Installation and operation of a monitoring service may cause temporary disruption to a internet service.
- 6.18** A monitoring service may require the customer to install additional equipment, at their own cost, to be able to receive the internet service. This additional equipment may need to be installed prior to the provision of internet service.

## Your responsibilities

- 6.19** You are responsible for any internet products or equipment that belongs to SCT or our network carrier as soon as they are delivered to you. If you have damaged, lost or incurred a loss in relation to any product you have purchased or are renting from SCT, you may be required to pay for this service in full or pay a provisioning cancellation fee charged by SCT from our network carrier.
- 6.20** You are responsible for any equipment at that belongs to SCT or our network carrier. You are responsible for payment for any loss or damage to either SCT or our network carrier's equipment provided to you except fair wear and tear. For the purposes of this classification, fair wear and tear will be determined by SCT.
- 6.21** You must arrange your own insurance for your internet and computer equipment.
- 6.22** You must also supply, setup, configure and maintain your own computer and telecommunications equipment in order to facilitate SCT providing you with internet service.
- 6.23** You are also responsible for all data that you retrieve, store, transmit or use in any other way. It is advisable to back up all of your data and maintain the security of your password and user name identification of your internet and computer systems.
- 6.24** You are responsible for the safety of data and setup and you indemnify SCT against loss or damage that you or anyone else suffers as a result of damage to data or customised software setup on your computer system.
- 6.258** You must contact SCT immediately upon the misuse, damage or theft of your internet service. You will be liable for all internet charges until your service is suspended by SCT upon notification by you.
- 6.26** You must not use your internet or computer services to damage or interfere with our carrier network or facilities.

**6.27** It is your responsibility, as the customer, to monitor your usage. SCT is not responsible for your internet usage.

**6.28** Downloading or uploading greater than 30 gigabytes per month, per service may affect the performance of the networks used to carry the service. Accordingly, you agree that SCT can, upon four days notice (shorter if the excessive usage is seriously impacting the networks) direct you to take action to prevent further excessive use. If you do not act to curtail the excessive use, you accept that SCT can, without liability, immediately suspend or limit that service.

You agree to comply with SCT's Acceptable Use Policy, as amended from time to time.

### Service Rebates

**6.29** If one or more service outages occur for the duration as set out in column 1 below, SCT will credit to you, in relation to your service, an amount as set out in column 2 below.

<b>1: Unavailability Duration of Individual Service</b>	<b>2: Unavailability Rebate for the Affected Individual Service</b>
More than 6 hours but less than 20.5 hours during a calendar month	10% of the Average End User Monthly Charge
More than 20.5 hours but less than 42.5 hours during a calendar month	20% of the Average End User Monthly Charge
More than 42.5 hours during a calendar month	50% of the Average End User Monthly Charge

**6.30** A service rebate is not redeemable for cash and in any month is capped at the relevant specified percentage of the charges for the service for that month. You must claim any service rebate in writing to SCT within 20 working days from the date on which it becomes possible to calculate the amount of the service rebate.

**6.31** Once a claim is made in accordance with clause 6.22, and the claim is accepted by SCT, SCT will calculate the service rebate (if applicable) and credit to your account.

**6.32** You accept that SCT does not warrant the availability or other characteristics of the service or that any target provisioning, installation, response or rectification times will be met.

### Cancellation of Agreement

**6.33** Where the Agreement specifies a minimum period of time for internet service and you cancel your internet service within this time, you will pay SCT a cancellation fee as specified in the Agreement to cover set-up costs.

## 7. Bundling

- 7.1** The maximum combined discount on an access charge is the total price of the access charge including value added services. Customers will not receive credits or be owed any amount for adding mobile or data services to SCT that would otherwise result in a discount that totals more than the access charge.
- 7.2** Each mobile or data service will provide a discount to the total access charges a customer has. Each discount for a mobile or data service can not be used more than once.
- 7.3** For the landline access charge to be reduced for combining a SCT mobile service, the mobile service must remain active. An active mobile service requires that usage charges accumulate every month. SCT reserves the right to discontinue any proportionate landline access discounts for inactive mobile services.
- 7.4** Free or half price Internet set up for customers combining products with SCT is contingent on the customer maintaining and accumulating usage charges for those products with SCT for a minimum three month period from the time of Internet connection. If these conditions are not met, SCT reserves the right to charge the customer the full Internet set up fee.

## 8. Faults / Complaints

- 8.1** SCT will provide a 24 hour per day fault reporting service for general assistance. The relevant network carrier will rectify faults in its network in accordance with its standard business hours procedures for fault rectification.
- 8.2** SCT will use reasonable endeavours to fix faults for which it or its network carrier is deemed responsible.
- 8.3** Subject to any applicable laws, SCT is not liable for any costs, loss, liability or damage whether direct or consequential, arising out of our supply or failure to supply the services.
- 8.4** Where equipment owned by you causes a fault in your service, our network carrier reserves the right to charge a fee to rectify the fault and we will pass this fee onto you, the customer.
- 8.5** You accept that the services are not free from faults or interruptions and they will be rectified within the standard lead times of our network carrier.
- 8.6** Customer Service Guarantee sets service levels for connections and repairs and for keeping appointments and requires payment of compensation for failure by SCT or our network carrier to meet those service levels. However we are not liable for failing to comply with the standard telecommunications service level requirements if it is caused directly or indirectly by any event beyond our or our network carrier's reasonable control.
- 8.7** SCT will handle complaints in accordance with its Complaints Procedure, a copy of which will be supplied upon request. 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. For further information, please contact Customer Service on the number shown on your monthly invoice.

## 9. Billing

### General

- 9.1** The details of any applicable charges, including packages and discounts are set out in your Agreement. The information set out is a summary and does not represent the complete call pricing policy of SCT and may not be relied upon by you as being exhaustive,
- 9.2** SCT may provide reduced call rates based upon you subscribing to SCT landline and mobile services. In the event that one of these services is cancelled or switched to another provider, you agree that the reduced call rates may no longer apply.
- 9.3** SCT will bill you monthly, but reserves the right to bill at different intervals. Accounts are to be paid within 14 days of issue, as stated on the bill.
- 9.4** In accordance with clause 9.3, SCT reserves the right to suspend and/or disconnect your services if accounts are overdue.
- 9.5** SCT will endeavour to include all charges relating to your monthly billing period on the corresponding monthly bill. Bills may include charges from previous billing periods.
- 9.6** You accept that SCT's ability to produce a bill for services may be dependent on the receipt of billing information from other parties and that any delay in issuing a bill to you will not affect the validity of the charges contained in the bill.

### Credit card payments

- 9.7** SCT reserves the right to charge a fee for payments made by all major credit cards, including American Express, MasterCard, BankCard, Visa and Diners Card. This charge is a flat rate of \$1.50 per transaction and may be waived if your account is on an automatic monthly direct debit.

### Credit balances and refunds

- 9.8** SCT will apply credit balances to any future fees and charges against your account.
- 9.9** In the event your account is terminated, SCT will notify you of any amount owed to you by issuing a final bill with a credit balance. To claim a refund for this amount, you must contact our Credit Management Department. SCT reserves the right to charge account keeping fees against your credit balance.

- 9.10** Credits issued for promotional or goodwill purposes will not be refunded. They may only be used for the redemption of products and services.

### Proper use

- 9.11** Some products and services are identified for commercial (business) use and other for non-commercial use (residential). Any commercial use of non-commercial products may render the Agreement null and void and result in a re-calculation of our charges at commercial rates.

### Disputes

- 9.12** Our billing records are sufficient evidence that a charge is payable by you unless they are proven to be incorrect.
- 9.13** Any claim that charges on a bill are incorrect must be made to SCT within 12 months of the bill due date.
- 9.14** In the event a bill is disputed by you, you agree to pay the entire total amount owing without deduction and we agree after reasonable and proper investigation to credit any monies found to be incorrectly billed.

### Change of ownership

- 9.15** In the event of a change of ownership on your account, it is your responsibility to inform SCT of this change via written authorisation. When we receive this written authorisation, we will then either cancel the service or receive authorisation from the new owner to bill the service in their name. SCT will continue to bill you, as our customer, until you advise us in the stated manner of a change of ownership.

### Bill re-prints

- 9.16** Should you request another copy of your SCT monthly account, we reserve the right to charge you a \$5.50 bill re-print fee. Bills reprints that require access from our archived records are charged at \$25.00 per monthly bill.

### GST

- 9.17** The charges for services and calls are listed on your bill (tax invoice) without GST. GST is calculated and provided as a separate amount on your bill and then added to total amount owing.

## 10. Credit Management

### Consent to credit check

**10.1** In accordance with Clause 2.1, you agree and authorise SCT to use and exchange your personal information with credit reporting agencies in accordance with the *Privacy Act 1988* for the following purposes:

- (a) applying SCT credit policy to your application. For example, credit assessment;
- (b) ongoing credit management of your account, including collection of overdue payments; and
- (c) ongoing maintenance of your credit records.

**10.2** You agree that credit information includes, but is not limited to:

- (a) personal identifying details such as name, address, date of birth, driver's license details, employment details;
- (b) details and status of any of your accounts with SCT or its related bodies corporate;
- (c) your credit history, including any credit defaults, dishonoured cheques or credit infringements; and
- (d) information about your credit worthiness or capacity.

### Suspension for non-payment

**10.3** SCT reserves the right to suspend or bar your service, where charges owing to SCT remain unpaid. If sufficient payment has not been received and charges remain unpaid, we reserve the right to place a full suspension on your service and send a notice of disconnection to the address supplied to SCT by you..

**10.4** If we have not received payment for outstanding charges, SCT will disconnect your service and terminate the Agreement. However, you still remain liable to pay SCT any outstanding monies owed by you.

**10.5** If you, as the customer, request a reconnection of your services, you may be required to pay a Service Reconnection Fee of \$59.00 (inc. GST) in addition to the outstanding charges. SCT reserves the right to refuse or place conditions (for example, direct debit) on a reconnection.

**10.6** SCT reserves the right to suspend or bar your service, without notice, in the event that an invoice paid by cheque is dishonoured by you. SCT reserves the right to suspend or bar your service, without notice, if there are insufficient funds available in the account from which the direct debit is to be drawn to pay the invoiced amount in full.

### Late or dishonoured payments

**10.7** If a payment due under the Agreement is not received by the due date, you may be subject to additional charges, which include:

- (a) \$5.50 late fee if your account is not paid by the due date;
- (b) \$25.00 reconnection fee if your account is suspended by SCT;
- (c) \$20.00 (inc GST) cheque dishonour fee;
- (d) \$20.00 (inc GST) where your account is paid via direct debit and your account has insufficient funds available; and
- (e) additional credit collection charges for overdue accounts sent to an outside collection agency.

### Excessive Use – suspension of account

**10.8** SCT reserves to right to automatically suspend access to 1900 services and international calls, where your allocated usage is exceeded. Usage is exceeded in the following situations during a 1 month period:

- (a) Residential customer bills \$100.00 plus in 1900 services;
- (b) Business customer bills \$250.00 plus in 1900 services;
- (c) Residential customer bills \$250.00 plus in international calls; and
- (d) Business customer bills \$250.00 plus in international calls.

To reinstate access to these services, SCT may conduct a credit check and/or request an interim payment. All mobile phone services are barred for 1900 and international services

## 11. Service Continuity

**11.1** You agree that SCT's wholesale provider, related entity or a third party nominated by the provider, will be entitled to use your personal information to contact you in the event that SCT has breached a relevant clause of its contract with the provider for the purpose of:

- (a) disclosing the fact that the provider may suspend or cancel the supply of services to SCT because of a failure by SCT to pay for the supply of services in accordance with the essential terms of SCT's contract with the provider; and
- (b) seeking your consent to have your services supplied by the provider or related entity, on equivalent or different terms, for the purpose of ensuring the continuity of supply of the service to you;

**11.2** In the event of your service being migrated you will not be charged any cancellation fee or be subject to any penalty or term which may be considered to be unreasonable or unfair in the circumstances of the migration of your services to the provider or another entity of the provider.

**11.3** You agree to being contacted via SMS, email, telephone and/or letter by the provider or related entity in relation to this clause.

**11.4.** You agree that SCT may provide your personal information to the wholesale provider, related entity or a third party nominated by the provider, for the purpose of discussing continuity of the supply of services to you by migrating you from SCT to the provider or another entity of the provider in the event SCT have not paid for the supply of services in accordance with the essential terms of SCT's contract with the provider.

## 12. Cancellation of Agreement

### Transferring from SCT to another service provider

- 12.1** If you want to transfer your service to another telecommunications provider you must contact the supplier of your choice. It is not SCT's responsibility to assist with a transfer on your behalf.
- 12.2** You remain responsible for all charges on your account until the date SCT services to you are terminated. For package plans, only Service and Equipment charges will be pro-rated.
- 12.3** SCT will issue a final account for services within your next monthly billing period. If SCT become aware of any outstanding amounts owing for your services up to or after the date of transfer, then you agree that you will pay us all such amounts on receipt of an SCT invoice.

### Termination by SCT

- 12.4** SCT may cancel or terminate the Agreement in the event that:
- (a) you are in breach of the terms of the Agreement, including a failure to pay your account (in accordance with Clause 9.4);
  - (b) you are declared bankrupt or a receiver, administrator, liquidator or provisional liquidator is appointed by you or you enter any arrangement with your creditors;
  - (c) you have provided false information in relation to your personal information or any other matter in connection with the Agreement;
  - (d) you disconnect your service or transfer to another service provider at any time; or
  - (e) SCT reasonably suspects fraud or misuse of the services for unauthorised, criminal or unlawful activities.
- 12.5** SCT may also cancel or terminate your service if:
- (a) an emergency requires us to do so;
  - (b) providing the service becomes illegal or we anticipate it may become illegal; or
  - (c) SCT is required by law to do so, or is requested to do so by a law enforcement agency or the Australian Competition and Consumer Commission (ACCC).

### 13. Consequences of Termination

**13.1** On termination of the Agreement, any and all amounts owed by you to SCT become immediately due and payable.

**13.2** If you have purchased product(s) from SCT and have not paid for them in full, you must pay all amounts due to SCT and return the product(s) to SCT.

### 14. Limitation of Liability

**14.1** Subject to any applicable laws, SCT and its network carrier is not liable for any costs, loss, liability or damage whether direct or consequential, arising out of SCT's or its network carrier's supply or failure to supply the services, its negligence or any other telecommunications network owner or carriers acts or omissions.

**14.2** To the extent permitted by law, all express or implied conditions, warranties, representations or remedies relating to the provision of the services or the sale of the products are excluded.

**14.3** Notwithstanding this SFOA, if a law implies or imposes a condition or warranty which can not be excluded but in respect of which liability can be limited, SCT's liability to you for breach of that condition or warranty is limited to, at SCT's option:

(a) In the case of goods:

- (i) replacing the goods or supplying equivalent goods;
- (ii) repairing the goods;
- (iii) paying for the cost of replacing the goods or buying equivalent goods; or
- (iv) paying for the cost or repairing the goods, and

(b) In the case of services:

- (i) supplying the services again; or
- (ii) paying for the cost of supplying the services again.

**14.4** Any liability that another telecommunications network owner or carrier may have in providing its network for the provision of the services under this Agreement is governed by the SFOA current from time to time on which that network or carrier provides those services to SCT.

## 15. Variations to Agreement

- 15.1** SCT may vary the SFOA at any time, including charges and rates. You accept that notification of any detrimental variations by way of an advertisement in a daily newspaper circulating in the capital city of your resident state; a statement in your monthly bill, and/or revised terms will be posted on our website, [www.sctelco.com.au](http://www.sctelco.com.au).
- 15.2** If we alter our SFOA and it does not reasonably cause a detrimental affect to your service, we reserve the right to make these changes without notifying you through advertising or direct contact.
- 15.3** Without notice to you, you accept that SCT may at any time, change the network carrier or supplier, or the carrier's or supplier's products.