

OUR CUSTOMER TERMS

GENERAL TERMS FOR SMALL BUSINESS



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RECENT CHANGES

DATE OF CHANGE	SERVICE/FEATURE	WHAT HAS CHANGED?	SEE
16 February 2017	Notifying customers about changes to Our Customer Terms	We now give at least 3 days prior individual notice for minor detrimental changes.	Clauses 4.3, 4.5 to 4.7, 4.9, 4.13 and 4.16. Clauses 5.5, 5.7 to 5.9 and 5.11.
21 November 2016	Refund of upfront equipment costs on termination	Clarify that customers who have paid upfront costs for certain equipment and cancel on Fair Terms are entitled to a pro-rata refund of such costs	Clause 4.15(b)
10 November 2016	Definition of small business customer	The circumstances in which a customer will be considered a small business customer for the purposes of these General Terms	Clause 1.2
10 November 2016	Unauthorised use	Clarification that customers are not required to pay for any unauthorised use to the extent that Telstra has caused or contributed to that unauthorised use	Clause 3.6
10 November 2016	Adjustments	The circumstances when we may charge you for excessive or unusual use of international call or premium rate services	Clause 6.29
10 November 2016	Cancelling your service	Clarification about where to find information about early termination charges	Clause 7.1
26 May 2016	Late payment fee	Additional guidance on payment processing times.	Clause 6.19
1 March 2016	Changes to the Our Customer Terms that benefit or have a neutral impact on customers	Inclusion of extra content	Business and Government Terms, General Terms for Small Business, clause 4.4

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DATE OF CHANGE	SERVICE/FEATURE	WHAT HAS CHANGED?	SEE
1 October 2015	ACT Government Utilities (Network Facilities) Tax Charge	Simplification of ACT Government Utilities Tax Charge process and eligible products.	6.22-6.25
30 May 2014	Email Bill and Online Bill	Simplification of the terms and conditions for these billing options.	5.5, 6.32- 6.37
17 January 2014	Late payment fee	If the amount outstanding on a bill is \$70 or more, the Late Payment Fee charged will be \$15. Previously, we applied this fee when the amount outstanding on a bill was \$100.	General Terms for Small Business Customers – Clause 6.19
1 January 2014	ACT Government Utilities (Network Facilities) Tax Charge	Increase in ACT Government Utilities Tax Charge.	6.22
26 September 2013	General Terms for Small Business	New clause replacing existing clauses 8.2A-8.2C removing ability for automatic transfer of new and fixed length contract customer (from 5 June 2012) to the NBN.	General Terms for Small Business – Clause 8.2A
10 October 2012	Changing Our Customer Terms	We have changed our ability to change the monthly access fee, minimum monthly fee and early termination charge for services for specified customers.	General Terms for Small Business Customers – Clauses 4.2 and 4.2B.
1 September 2012	ACT Government Utilities (Network Facilities) Tax Charge	Increase in ACT Government Utilities Tax Charge.	6.22
1 September 2012	ACT Government Utilities (Network Facilities) Tax Charge	Clarification of types of services eligible for the tax charge.	6.25(b)
10 September 2012	Bill Format Options	We've added the ability for customers to receive an Email Bill instead of a Paper Bill.	General Terms for Small Business Customers – New clauses 6.32 and 6.33

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DATE OF CHANGE	SERVICE/FEATURE	WHAT HAS CHANGED?	SEE
5 June 2012	General Terms for Small Business Customers	<p>New clauses inserted for new and recontracting fixed term customers:</p> <ul style="list-style-type: none"> for transferring services onto the NBN, including for NBN Co to access customer's premises. enabling Telstra to change the monthly access fee, minimum monthly fee or early termination fee if one of Telstra's suppliers changes its prices. <p>Clarifying that maintenance and repair work may occur on networks we do not own but are used to supply services to customers.</p>	General Terms for Small Business Customers – Clause 4.2, 4.2B, 8.2A, 8.2B, 8.2C, 8.10, 12 and 16.1.
11 October 2011	Late payment fee	The late payment fee is now a flat fee of \$15 if the amount outstanding on the bill is \$100 or more.	General Terms for Small Business Customers – Clause 6.19
1 July 2011	ACT Government Utilities (Network Facilities) Tax Charge	<p>Increase in ACT Government Utilities Tax Charge.</p> <p>Removal of duplicated ISDN plan names.</p>	6.22 6.25
13 April 2011	Telstra Pre-Paid Home	Exit of Telstra Pre-Paid Home	4.1 and 5.2
13 September 2010	Connecting your service	Customers can nominate an agent when their services are being connected.	2.7
1 July 2010	ACT Government Utilities (Network Facilities) Tax Charge	Increase in ACT Government Utilities Tax Charge.	6.22
8 December 2009	Payment Administration Fee	Removal of Payment Administration Fee	6.18-6.20

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DATE OF CHANGE	SERVICE/FEATURE	WHAT HAS CHANGED?	SEE
14 September 2009	Payment Administration Fee	Customers who pay their bill by mail, in person at a Telstra shop or at Australia Post, or by electronic funds transfer (EFT), can be charged a payment administration fee for each payment.	6.18-6.20
1 July 2009	ACT Government Utilities (Network Facilities) Tax Charge	Customers with certain services within the ACT area/Jervis Bay NSW can be subject to an annual ACT Government Utilities Tax Charge.	6.25
14 April 2009	Choosing to cancel your service	Customers can now cancel a service at any time by telling Telstra in writing at least 30 days beforehand.	7.1
31 December 2008	Single Bill service	Single Bill terms and conditions now appear in these General Terms	6.6-6.17, 6.20, 8.6 and 15.1
2 August 2008	All Telstra Services	Amending the OCT to reflect that Telstra's Protecting Your Privacy Statement sets out how Telstra collects, uses and discloses personal information.	14
3 March 2008	All Telstra Services	<p>Telstra is implementing new customer management and billing systems. As a result, some customers may not be eligible for certain services if their eligible Telstra services are billed across our old and new systems.</p> <p>Services on our old billing systems have a 10 digit Telstra account number and services on our new billing system have a new 13 digit account number.</p>	2.2 and 2.3

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DATE OF CHANGE	SERVICE/FEATURE	WHAT HAS CHANGED?	SEE
<p>12 August 2007 (for new customers contracting on or after 12 August 2007)</p> <p>12 September 2007 (for customers contracting on or before 12 August 2007)</p>	All Telstra Services	<ul style="list-style-type: none"> • Addition of a new example of a change to Our Customer Terms that has a neutral impact on fixed term customers, namely, a change in the way a service is provided (including technology used) in a manner that does not affect the functionality, features or your use of that service. • The examples given for a type of "all other changes" to Our Customer Terms has been modified to exclude the withdrawal of a service from the majority of Telstra's customers. • Telstra can now cancel the service of a casual contract customer at any time by migrating them to a reasonably comparable alternative service. • Telstra can now cancel the service of a fixed length contract customer if: (a) Telstra migrates the customer to a reasonably comparable alternative service for the remainder of their term; or (b) Telstra offers to migrate the customer to an alternative service for the remainder of their term and take reasonable steps to offset any material detrimental effects of the migration. 	4.4, 4.13, 8.1 and 8.2

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DATE OF CHANGE	SERVICE/FEATURE	WHAT HAS CHANGED?	SEE
11 April 2006	Dishonoured payments	New ATO ruling that no GST is payable when a cheque or direct debit payment has been dishonoured.	6.8
6 April 2006	Telstra Phonecard	Clarification of the product name	4.1 and 5.2
4 November 2005	All Telstra services acquired by small business customers	<ul style="list-style-type: none"> Telstra is now under an obligation to try to give small business customers an estimate of the costs involved before it undertakes certain work to install cables, to repair faults. Telstra is now under an obligation to use reasonable care and skill in providing its services to small business customers. Telstra has deleted the requirement for small business customers to make claims that its bills are incorrect within 12 months. Telstra has amended both small business customers' and its rights in relation to restriction, suspension and cancellation of services. Small business customers' liability to Telstra and Telstra's liability to small business customers have been made more balanced. 	1-15
9 October 2005	Administrative Fee for Late Payment	Existing administrative fees for late payment have been specified and the fee for outstanding accounts over \$200 has been increased.	6.7 and 6.8

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NOTE: Some of these terms have important consequences for you. Please read them carefully.

Certain words are used with the specific meanings set out in clause 16.

These Small Business General Terms were formerly known as Telstra's General Terms and Conditions.

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1 ABOUT OUR CUSTOMER TERMS

What is "Our Customer Terms"?

- 1.1 "Our Customer Terms" sets out our standard customer terms. It is divided into several sections:
- (a) these Small Business General Terms - which apply to all small business customers;
 - (b) Consumer General Terms - which apply to all consumer services when not acquired by small business customers;
 - (c) Corporate General Terms - which apply to all corporate customers; and
 - (d) particular sections - which each set out terms for a particular service or customer group (like the service features, call charges and maintenance commitments that apply to that service).

To understand your rights and obligations you need to read the General Terms which apply to you and the sections that relate to you and your service.

Who is a small business customer?

- 1.2 You will be a small business customer (and unless you and we agree otherwise, these Small Business General Terms will apply to you) if you are a business or non-profit organisation (including a body corporate, sole trader, partnership, trust, or registered charity), and:
- (a) you are using your service for the primary purpose of business use;
 - (b) you did not have a genuine and reasonable opportunity to negotiate the terms of your contract with us; and
 - (c) you had or will have an annual spend with us which is, or is reasonably estimated by us to be, less than \$20,000,

as long as you are not acquiring a service for the purposes of resale.

You will also be a small business customer (and unless you and we agree otherwise, these Small Business General Terms will apply to you) if:

- (a) at the time you enter into a contract with us, you employ fewer than 20 people; or
- (b) the upfront price you have to pay us for the services we supply is less than \$300,000, or if your contract is for longer than 12 months, under \$1,000,000.

Business use is a use that is not personal, domestic or household use.

- 1.3 You will also be small business customer (and these Small Business General Terms will apply to you) if you are not a business or non-profit organisation, but are using your service for the primary purpose of business use.
- 1.4 In addition to clauses 1.2 and 1.3, you will also be a small business customer (and these Small Business General Terms will apply to you) if:

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- (a) you are using your service for the primary purpose of personal, domestic or household use; and
- (b) your service is of a kind ordinarily acquired for business use, regardless of whether you are a business or non-profit organisation.

Reference to General Terms

- 1.5 In relation to any particular service, if these Small Business General Terms apply to you, then references to "General Terms" in all other sections of Our Customer Terms or our other communications refer to these Small Business General Terms.

Telecommunications legislation

- 1.6 Telecommunications legislation allows us to set out our standard customer terms in a "Standard Form of Agreement". Our Customer Terms is our "Standard Form of Agreement". Under the legislation:
- (a) you and we must comply with Our Customer Terms unless you and we have agreed differently;
 - (b) if we change Our Customer Terms and it would cause detriment to you, we must first publish an advertisement or tell you directly; and
 - (c) **if we change Our Customer Terms and it does not cause detriment to you, we can make the change without having to first publish an advertisement or tell you directly.**

We must also comply with the clauses that set out our rights to change Our Customer Terms when we change them.

Inconsistencies

- 1.7 If anything in these Small Business General Terms is inconsistent with something in a particular section of Our Customer Terms, then the particular section applies instead of these Small Business General Terms to the extent of the inconsistency.

2 BECOMING OUR CUSTOMER

Accepting your application

- 2.1 When you ask for a service, we decide whether to supply it to you based on:
- (a) the particular terms for that service; and
 - (b) your eligibility for the service; and
 - (c) its availability to you; and
 - (d) you meeting our credit requirements.
- 2.2 We are implementing new customer management and billing systems and will be progressively moving our customers' services over onto the new systems.

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- 2.3 You may not be eligible for certain services if your eligible Telstra services are billed across our old and new systems. We will try to tell you when your service is scheduled to be or has been moved to our new billing system but may not always do so.

You can also tell whether your service is on our old or new billing system by its account number: Services on our old billing systems have a 10-digit account number and services on our new system have a 13-digit Telstra account number. You can check your Telstra account number on the top right hand corner of your Telstra bill.

Connecting your service

- 2.4 We try to connect some services within particular timeframes. If such timeframes apply, we tell you in the OCT section applying to the relevant service (or in other material we provide to you). For other services where no timeframes apply, we try to connect your service within a reasonable time.
- 2.5 We may need to install cables at your premises to connect your service. You have to arrange and pay for any trenching or other equipment needed to house the cabling. If you arrange for us to do this work, we will try to give you an estimate of the costs involved. However, this will depend on your location and the type of work needed to be done. For more information, please see the connections information provided on our website at <http://www.telstrabusiness.com/business/portal/online/site/productsservices/fixedlineconnections.10986>.
- 2.6 We decide the route and technical means that we use to provide your service.
- 2.7 If we need to carry out work at a premises to provide you with your service, you can nominate a person who is at least 18 years old as your 'appointed agent' in which case, you acknowledge and agree that:
- (a) we may disclose your personal information to your 'appointed agent'; and
 - (b) your 'appointed agent' will on your behalf:
 - (i) be present at the location and at time agreed with us to connect your service;
 - (ii) make any decisions necessary to connect your service (including the locations of wiring and wall sockets);
 - (iii) accept or reject quotes from us; and
 - (iv) accept all charges for the work undertaken by us at the premises.

Transferring your service

- 2.8 You can transfer legal responsibility for your service if you get our written consent first.

3 USING YOUR SERVICE

Our aim of providing continuous and fault-free services

- 3.1 We will use reasonable care and skill in providing our services and will provide our service in accordance with Our Customer Terms. However, given the nature of telecommunications systems (including our services' reliance on systems and services that we do not own or control), we cannot promise that our services will be continuous or fault-free.

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Maintenance and repair

- 3.2 The particular sections of Our Customer Terms set out our maintenance commitments that apply to our services. Generally, we maintain all of our services for as long as they are offered to customers. Also particular timeframes for repairing faults in your Basic Telephone Service may be set out in our Universal Service Policy, in the Customer Service Guarantee Standard or under our Priority Assistance policy at http://www.telstra.com.au/customerterms/home_other_services.htm.
- 3.3 Where use of our services involves equipment that does not belong to us and that is at your premises, you have to maintain and repair that equipment. This includes carrying out any maintenance or repairs that we reasonably think is required within a reasonable timeframe of when we ask you to do so.
- 3.4 Where your equipment causes a fault in your service that we need to repair, we can charge you a call-out fee and our reasonable charges for repairing the fault. We will tell you the amount of the call-out fee and hourly rates we charge for repairing faults before we start work.

Use for intended purpose

- 3.5 Our Customer Terms may state that a service is provided for a particular purpose. You must only allow the service to be used for that purpose.

Your responsibility

- 3.6 **You are responsible for and have to pay for any use of your service, whether you authorise it or not, except to the extent we have caused or contributed to any unauthorised use.** You can take steps to prevent unauthorised use of your service (for example, depending on your service, by using passwords, PIN numbers, barring options and/or other security measures to control who gains access to and uses your service) and you can contact us to arrange for your service to be suspended if for example, you have a mobile service and your mobile handset has been lost or stolen. Also, 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. We recommend you consider taking measures to protect yourself from unauthorised use of your service. 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.
- 3.7 Also, 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. We recommend you consider taking measures to protect yourself from unauthorised use of your service. 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.

Excessive or unusual use

- 3.8 In some circumstances we may monitor usage of your service for excessive or unusual usage patterns, but we do not promise to do so.

Breaking the law

- 3.9 You must not use a service to commit an offence or allow anybody else to do so.

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Causing interference

- 3.10 You must do what we tell you to do if your use of a service interferes (or threatens to interfere) with the efficiency of our network (including because you have inadequate capacity).
- 3.11 You have to make sure that no-one interferes with the operation of a service or makes it unsafe.

Your responsibility for equipment

- 3.12 You are responsible for any equipment at your premises (including any that belongs to us). You have to pay us for any loss or damage to our equipment at your premises, except for fair wear and tear.

Power supply

- 3.13 You have to arrange and pay for any electricity supply needed for a service at your premises. The service may not work if the electricity supply stops.

Compliant equipment only

- 3.14 You must only connect equipment that complies with relevant technical standards and other relevant requirements. For these standards see the Australian Communications and Media Authority site at <http://www.acma.gov.au/web/>.
- 3.15 You must make any changes we ask to your equipment to avoid any danger or interference it may cause.

Tell us if things change

- 3.16 You have to tell us about any relevant changes to your services or equipment that may affect our ability to provide your service to you.

4 CHANGING OUR CUSTOMER TERMS - FIXED LENGTH CONTRACT CUSTOMERS

- 4.1 If you are a pre-paid mobile customer, the rights outlined in Part B - Pricing Plans - Pre Paid Pricing Plans section of the Telstra Mobile Section of Our Customer Terms at <http://www.telstra.com.au/customer-terms/home-family/telstra-mobile/pricing-plans/> apply to you. If you are a Telstra Phonecard customer or a Calling Card customer, the rights outlined in the Public Payphone section and the Calling Cards section at <http://www.telstra.com.au/customer-terms/home-family/other-services/> apply to you.

Terms we cannot change

- 4.2 Subject to 4.2B, or customers entering into a fixed term contract on or before 10 October 2012, we cannot change the monthly access fee, minimum monthly fee or any early termination charge that applies to your service during the term of your fixed length contract without your consent. When your current fixed length contract ends and you have not agreed to enter into another fixed length contract for your service including as part of an individually negotiated agreement, you will become a casual contract customer for that service. As a casual customer, we can vary all of the terms of your contract for that service if we follow the process outlined below under "Changing Our Customer Terms - casual customers" in clause 5.

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- 4.2B For all new and recontracting customers entering into a fixed length contract from 5 June 2012 and on or before 10 October 2012, we can change the monthly access fee, minimum monthly fee or early termination charge for your service provided that we do so in accordance with this clause 4 and only where the change is a result of a change in the price from a supplier for an input required for your service.

Our right to change other terms

- 4.3 Subject to clauses 4.2 and 4.2B, we can change any other term of Our Customer Terms by:

- (a) getting your consent; or
- (b) complying with this clause 4.

The steps we have to take depend on the type of change.

Changes that benefit you or have neutral impact on you

- 4.4 If we reasonably consider that a change to any term of Our Customer Terms is likely to:

- (a) benefit you; or
- (b) have a neutral impact on you,

we can make the change immediately and do not need to tell you.

Some examples of changes that will benefit you are:

- *a reduction in long distance call rates;*
- *offering additional bonus options, extra content or free services;*
- *reducing monthly access fees or other charges; or*
- *changes that increase our obligations or introduce new rights for you.*

Some examples of a change that will have a neutral impact on you are

- *if we change the access number for message retrieval; or*
- *we change the name of a service or the way we provide a service to you (including the technology we use to provide the service to you) in a manner that does not beneficially or detrimentally affect the functionality, features or your use of that service.*

Changes that have minor detrimental impact on you

- 4.5 If we reasonably consider that a change to any term of Our Customer Terms is likely to have a minor detrimental impact on you, we will tell you individually at least 3 days beforehand. If you can demonstrate that such a change has more than a minor detrimental impact on you, and the change is not of a type described in clauses 4.6 to 4.13 below, we will allow you to cancel the contract for that service on Fair Terms.

Some examples of changes that we consider have minor detrimental impact on you:

- *a small increase in the price of an STD call; or*
- *withdrawing a minor feature of the service.*

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Changing or imposing tax-based charges

- 4.6 We can change any term of Our Customer Terms that applies to your service to increase an existing charge or to introduce a new charge where that charge is a tax imposed by law, and if you are an affected customer, we will tell you individually at least 3 days beforehand.

Changing charges for international services or international roaming services

- 4.7 We can change the charges for international services and international roaming services, and if you are an affected customer, we will tell you individually at least 3 days beforehand. The current charges for international calls, international SMS and international roaming services can be found at http://www.telstra.com.au/homephone/call_types_rates/internat_calls.cfm, http://www.telstra.com.au/mobile/services/messaging/send_overseas.html and http://www.telstra.com.au/mobile/internat_roaming/index.cfm respectively.

Changing or imposing charges for ancillary services

- 4.8 We can increase an existing charge or introduce a new charge for ancillary services (for example a billing fee or credit card transaction fee) provided we offer affected customers use of a reasonable alternative at no additional charge and notify affected customers of the change.
- 4.9 If we increase or introduce charges for an ancillary service, and it is a type of ancillary service for which we do not offer a reasonable alternative at the same or reduced cost, we will tell you individually at least 3 days beforehand and will allow affected customers to cancel any service to which that ancillary service relates on Fair Terms.

Changing prices for content or premium services

- 4.10 We can change the charges for content and premium services provided by us to you where those content and premium services:
- (a) are acquired by us from a third party for resale; or
 - (b) incorporate or rely upon content and premium services provided to us by third parties,

and the change is a direct result of an increase in the price from our third party supplier. If we increase these charges, we will tell affected customers at least 10 days beforehand via a text message. You will be able to elect not to use the content or premium service without attracting additional charges.

Examples of content or premium services that are provided by us to you in which we resell or incorporate content and services provided to us by third parties:

- *BlueSkyFrog for Telstra;*
- *Telstra's WAP service.*

Note: Some services provided to customers are provided under a "credit provider" model, where the third party content provider actually supplies the content directly to customers and Telstra bills the customer. In these cases the content provider sets the charges for the content.

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Urgent changes

4.11 We consider changes that are:

- (a) required by law; or
 - (b) necessary for security reasons, to prevent fraud or for technical reasons,
- to be urgent changes.

4.12 We will try to tell affected customers three days before an urgent change to Our Customer Terms by any method we consider reasonable in the circumstances, including text message, voice recordings or public notice. Sometimes, due to the nature of the change, we may not be able to tell affected customers three days beforehand but we will give as much warning as we reasonably can.

All other changes

4.13 If the change to any term of Our Customer Terms is not of a type described in clauses 4.4 to 4.12 above, we may change the term by:

- (a) giving affected customers individual notice of the change at least 30 days beforehand; and
- (b) allowing affected customers to cancel the contract for that service on Fair Terms within 42 days (from the date of our notice).

Examples of a type of change that may not be already described elsewhere in this clause:

- *a significant increase in fixed or mobile call rates;*
- *withdrawing a key advertised feature of the service, or a key pricing offer associated with the service without providing a reasonably comparable alternative feature or pricing offer; or*
- *changes that significantly increase the obligations or significantly limit the rights of the majority of our customers.*

Who we consider to be affected customers

4.14 For the purpose of this clause 4, we consider a customer to be affected by a change of a term in Our Customer Terms if that customer has used or has been billed for the service affected by the change during the six months before our notice and we reasonably consider that the change will have more than a minor detrimental impact on the customer.

What we mean by cancelling the contract for a service on "Fair Terms"

4.15 For the purpose of this clause 4, your service will be cancelled on "Fair Terms" if we have offered you the right to terminate the contract without incurring fees or charges other than:

- (a) usage and network and call charges incurred up to the date of termination; and
- (b) installation fees and cost of equipment we have provided to you that you have not paid us for (as long as the equipment can be used in connection with services supplied by another provider). If you have paid upfront costs for equipment that cannot be used in connection with services supplied by another provider and your service is cancelled on "Fair Terms", we will refund those costs according to the

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following formula:

$$\frac{\text{Upfront equipment cost} \times \text{number of months (or part thereof) remaining in minimum contract term}}{\text{Total number of months in minimum contract term}}$$

How we can tell you about the changes

- 4.16 When we tell you about changes to Our Customer Terms under this clause 4, unless specified otherwise in the clause, we can do so by: bill message, bill insert, direct mail or email (if you have an email address and have agreed for us to tell you about changes to Our Customer Terms by email). In addition to this notice, we may also publish a notice in a national newspaper.

5 CHANGING OUR CUSTOMER TERMS - CASUAL CUSTOMERS

- 5.1 You will be a casual contract customer if you are acquiring your service on a month by month basis or under a contract that has a fixed term but does not require you to pay an early termination charge if your service is cancelled before the end of that fixed term.
- 5.2 If you are a pre-paid mobile customer, the rights outlined in Part B - Pricing Plans - Pre Paid Pricing Plans section of the Telstra Mobile Section of Our Customer Terms at <http://www.telstra.com.au/customer-terms/home-family/telstra-mobile/pricing-plans/> apply to you. If you are a Telstra Phonecard customer or a Calling Card customer, the rights outlined in the Public Payphone section and the Calling Cards section at <http://www.telstra.com.au/customer-terms/home-family/other-services/> apply to you.

Our right to change all terms

- 5.3 We can change any term of Our Customer Terms by:

- (a) getting your consent; or
- (b) complying with this clause.

The steps we have to take depend on the type of change.

Changes that benefit you or have neutral impact on you

- 5.4 If we reasonably consider that a change to any term of Our Customer Terms is likely to:

- (a) benefit you; or
- (b) have a neutral impact on you,

we can make the change immediately and do not need to tell you.

Some examples of changes that will benefit or have neutral impact on you are set out in clause 4.3 above.

Changes that have minor detrimental impact on you

- 5.5 Subject to clause 6.37, if we reasonably consider that a change to any term of Our Customer

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Terms is likely to have a minor detrimental impact on you, we will tell you individually at least 3 days beforehand.

Some examples of changes that have a minor detrimental impact on you are set out in clause 4.4.

Urgent changes

5.6 We consider changes that are:

- (a) required by law; or
 - (b) necessary for security reasons, to prevent fraud or for technical reasons,
- to be urgent changes.

We will try to tell affected customers three days before an urgent change to Our Customer Terms by any method we consider reasonable in the circumstances, including text message, voice recordings or public notice. Sometimes, due to the nature of the change, we may not be able to tell affected customers three days beforehand but we will give as much warning as we reasonably can.

Changing or imposing tax-based charges

5.7 We can change any term of Our Customer Terms that applies to your service to increase an existing charge or to introduce a new charge where that charge is a tax imposed by law, and if you are an affected customer, we will tell you individually at least 3 days beforehand.

Changing charges for international services or international roaming services

5.8 We can change the charges for international services and international roaming services, and if you are an affected customer, we will tell you individually at least 3 days beforehand. The current charges for international calls, international SMS and international roaming services can be found at http://www.telstra.com.au/homephone/call_types_rates/internat_calls.cfm, http://www.telstra.com.au/mobile/services/messaging/send_overseas.html and http://www.telstra.com.au/mobile/internat_roaming/index.cfm respectively.

Changing or imposing charges for ancillary services

5.9 If we increase or introduce charges for an ancillary service, and it is a type of ancillary service for which we do not offer a reasonable alternative at the same or reduced cost, we will tell you individually at least 3 days beforehand.

Changing prices for content or premium services

5.10 We can change the charges for content and premium services provided by us to you where those content and premium services:

- (a) are acquired by us from a third party for resale; or
- (b) incorporate or rely upon content and premium services provided to us by third parties,

and the change is a direct result of an increase in the price from our third party supplier. If we increase these charges, we will tell affected customers at least 10 days beforehand via a

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text message. You will be able to elect not to use the content or premium service without attracting additional charges.

Examples of content or premium services that are provided by us to you in which we resell or incorporate content and services provided to us by third parties are set out in clause 4.9.

All other changes

- 5.11 We will tell affected customers at least 30 days before a change to Our Customer Terms if the change is not of a type described in clauses 5.4 to 5.10 above.

Who we consider to be affected customers

- 5.12 For the purpose of this clause 5, we consider a customer to be affected by a change of a term in Our Customer Terms if that customer has used or has been billed for the service affected by the change during the six months before the date of our notice and we reasonably consider that the change will have more than a minor detrimental impact on the customer.

How we can tell you about the changes

- 5.13 We can tell you of changes to Our Customer Terms, unless specified otherwise in the clause, by: bill message, bill insert, direct mail, email (if you have an email address and have agreed for us to tell you about changes to Our Customer Terms by email). In addition to this notice, we may also publish a notice in a national newspaper.

6 CHARGES AND PAYMENT

Charges

- 6.1 Our Customer Terms set out the charges you must pay us for your services. Sometimes you have to pay a particular charge in advance.
- 6.2 If you use your service to access a service provided by someone else, and we are charged for that other service, you must also pay us for that other service.

Bills

- 6.3 We issue bills for charges for your services regularly. We can also issue an interim bill at any time.
- 6.4 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 as long as we comply with the billing requirements in the Communications Alliance Code – Telecommunications Consumer Protections (C628).
- 6.5 We are required by various industry codes to ensure that our bills are accurate and verifiable and we are committed to complying with these requirements. Our records are sufficient proof that a charge is payable unless they are shown to be incorrect.

Setting up the Single Bill service

- 6.6 If you have two or more eligible Telstra fixed, mobile, BigPond internet and/or subscription television services in your name, we will send you a Single Bill if you:

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- (a) request us to do so; or
- (b) do not opt out of any campaign that offers a Single Bill to you (please note that your bill date may change).

You can contact us to find out whether relevant services are eligible to be included in a Single Bill and whether Single Bill is generally available to you. The consolidation of your services on a Single Bill does not create an entitlement to any discount on those services.

In some cases, we may not be able to consolidate your services on the Single Bill, including where:

- *your services are not managed by the same billing and customer care system;*
- *you receive customised pricing and your services are managed by our old billing and customer care system; and*
- *we have agreed to an alternate billing arrangement with you (such as a customised billing solution).*

- 6.7 We may also be able to provide a Single Bill which combines Telstra services in more than one name, but only if each Nominated Service Customer and the Single Bill Customer agree to these Single Bill terms (specified in clauses **6.6 to 6.17**) in writing. Single Bill Customers and Nominated Service Customers acknowledge, for the purposes of Parts III and IIIA of the Privacy Act 1988 (Cth) (which regulate the extent to which we can disclose your personal credit information), that we may disclose personal and/or credit information about each one of them to the other (where applicable).
- 6.8 Where the Single Bill includes subscription television service(s), Single Bill Customers and Nominated Service Customers acknowledge that credit information about them may be disclosed between us and Telstra Pay TV to the extent necessary to administer, manage, and enforce these terms and any of the services on the Single Bill.

Single Bill Customers and what they can do

- 6.9 Only the Single Bill Customer will receive the Single Bill and be able to change the Single Bill address, request reprints of the Single Bill or receive bill information about the Single Bill.
- 6.10 In addition to their own service(s), the Single Bill Customer will be liable to pay all charges incurred on the Single Bill, including any Nominated Service. However, the Single Bill Customer cannot make any changes to or cancel a Nominated Service Customer's services.
- 6.11 Additional services can only be added to the Single Bill if the Single Bill Customer agrees.

Entitlements of Nominated Service Customers in relation to Single Bill

- 6.12 A Nominated Service Customer's entitlements in relation to their Nominated Service on a Single Bill will remain the same except that:
- (a) a Nominated Service Customer will no longer receive a bill from us about their services. Nominated Service Customers can, however, request and receive billing information about their own Nominated Services – but not other customers' services under the Single Bill;
 - (b) a Nominated Service Customer can only add a new Telstra service to the Single Bill with the written consent of the Single Bill Customer;

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- (c) a Nominated Service Customer can only add new service features to their Nominated Service with the Single Bill Customer's consent;
- (d) any change to a Telstra Nominated Service that requires the payment of an additional fee needs the Single Bill Customer's written consent (e.g. cancellation of a Telstra mobile contract which includes the supply of a discount priced phone); and
- (e) a Nominated Service Customer cannot transfer their service to another person and keep that service under the Single Bill without the written consent of the Single Bill Customer.

Cancelling Single Bill and removing Nominated Services from Single Bill

- 6.13 The Single Bill Customer may cancel the Single Bill or remove Nominated Services from the Single Bill by providing us with five days' notice by calling the bill enquiries number referred to on the bill. From the date the Single Bill is cancelled, Services will then revert back to being billed separately by us. If the Single Bill is cancelled by the Single Bill Customer, the Single Bill Customer remains liable for all amounts incurred under the Single Bill up to and including the date of cancellation.
- 6.14 A Nominated Service Customer may remove their Nominated Services from the Single Bill by giving us five days' notice. Notice can be given by calling us on the bill enquiries number found on the Single Bill. If Nominated Services are removed from the Single Bill, the Single Bill Customer remains liable for all amounts incurred in relation to the Nominated Services up to and including the date of their removal from the Single Bill.

Note: Amounts in relation to Telstra Nominated Services which are mobile services can include extra amounts for enhanced service features, excess usage charges, set up fees, special Telstra mobile contract payments and any monthly credit payments. The terms and conditions of the additional enhanced service features, which the Nominated Service Customer requests, apply to the Single Bill Customer. Terms and conditions relating to mobile services are set out in the Telstra Mobile Section of Our Customer Terms at http://www.telstra.com.au/customerterms/bus_mobphone_services.htm.

Who we tell if the Single Bill is not paid

- 6.15 We will notify the Single Bill Customer if the Single Bill Customer does not pay a Single Bill by its due date.
- 6.16 Nominated Service Customers continue to own their Nominated Services and to be responsible for all amounts payable to us for those services, which are not paid by the Single Bill Customer.
- 6.17 If the Single Bill Customer does not pay a Single Bill in full by its due date, we may suspend, restrict or cancel any or all of the services included in the Single Bill in accordance with clause 8 or, where applicable, Part A – General Terms for BigPond services of the BigPond Service Section of Our Customer Terms at http://www.telstra.com.au/customerterms/bigpond/bigpond_services.htm or any relevant Service Agreements.

Credit card payments

- 6.18 If your bill is paid by credit card, we can charge you a credit card payment processing fee. Refer to your bill for the amount of the fee

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Late or dishonoured payments

- 6.19 If we do not receive your payment by the due date on your bill, we can charge you an administrative fee of \$15.00 if the amount outstanding on your bill is \$70.00 or more. No administrative fee is charged if the amount outstanding on your bill after the due date is less than \$70. If appropriate, please check with your financial institution or payment service provider about payment processing times which may affect when we receive your payment.
- 6.20 We can also restrict, suspend or cancel your service (or restrict, suspend or cancel any or all of your services in the case of a Single Bill), provided we comply with our rights to cancel or suspend your service set out in Our rights to cancel or suspend your service under clause 8 (or under any other agreement between us for any services included on a Single Bill).
- 6.21 If you pay a bill by cheque and the cheque is dishonoured, you must also pay us a fee of \$15.00. If you pay a bill by direct debit and there are insufficient funds in the account, you must also pay us a fee of \$10.00. These fees do not attract GST.

ACT Government Utilities (Network Facilities) Tax Charge

- 6.22 Since 1 July 2009, an annual ACT Government Utilities Tax Charge has applied to some of our customers. If:
- (a) you have one or more of the affected fixed services in clause 6.25 below as at the assessment date indicated below;
 - (b) those services are at an address within the ACT Government area including the Jervis Bay area of NSW; and
 - (c) you are our customer following the relevant assessment date (regardless of whether you still have one or more of the affected services at that time),

then, subject to clause 6.23, we will charge you the ACT Government Utilities Tax Charge.

- 6.23 If you have a fixed length contract with us for your affected services before 1 July 2009, we will not charge you the ACT Government Utilities Tax Charge in relation to those services until that fixed length has expired or when that contract is renewed (or where you otherwise agree to the charge earlier).

The assessment date in relation to the ACT Government Utilities Tax Charge is 31 March of each calendar year.

- 6.24 The amount of the ACT Government Utilities Tax Charge will change over time and will be determined by us following the relevant assessment date each year. The amount you are charged each year depends on the number of affected services you have at the relevant assessment date. We will notify you of the amounts which will apply each year in accordance with these General Terms.
- 6.25 The affected services for the purpose of the ACT Government Utilities Tax Charge are:
- (a) All fixed phone services (excluding Telstra Voice Part and BusinessLine Part);
 - (b) All fixed data services including ISDN and IP network services; and

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- (c) any other service which Our Customer Terms expressly indicate as being relevant to the assessment of this charge.

Adjustments

- 6.26 We can round charges up or down to the nearest whole cent (0.5 cent is rounded up). If you pay a bill by cash, we can round the amount payable by you to the nearest multiple of five cents.
- 6.27 We can pay you amounts we owe you by deducting them from amounts you owe us.
- 6.28 If we require you to pay any charges in advance (e.g. monthly access fees) and they are varied or the service is cancelled, we refund you any overpayment and you have to pay us any underpayment.
- 6.29 In order to provide international calls and premium rate services to you, we enter into arrangements with other providers and may be charged by them. If the other providers charge us more than we charge you for the service, and we think your use of services has been excessive or unusual, we will notify you and following notification, may charge you the difference in addition to our charge.

GST

- 6.30 If GST is imposed on any supply we make to you under Our Customer Terms and the consideration payable for the supply under any other clause of Our Customer Terms is not expressed to be inclusive of GST, you must pay us on demand by us, an additional amount calculated by multiplying the value of that GST-exclusive consideration (without deduction or set-off) by the prevailing GST rate. We will issue a tax invoice to you for any supply on which GST is imposed.
- 6.31 GST-free pricing plans may be available to you if you live, or are a business located in, an Australian External Territory and apply to Telstra to connect to a GST-free pricing plan.

Bill Format

- 6.32 Our bills are available in the following formats:
 - (a) **Paper Bill** – Receive a summary or detailed paper bill in the mail. Not available with Email Bill
 - (b) **Email Bill** – Receive a summary bill, standard bill or detailed bill by email in PDF format. Email bill is available to customers with a 13 digit account number and most customers with a 10 digit account number ending in 0. Email bill is not available with a Paper Bill.
 - (c) **Online Billing** –View your bill online via My Account at telstra.com/business/myaccount Available on its own, or with Paper Bill or Email Bill.
- 6.33 You can change the format of your bill by changing your billing preference online in My Account (telstra.com/business/myaccount), or by contacting us. It may take up to one billing cycle for changes to your bill format or billing email address to take effect.
- 6.34 If you receive a summary Paper Bill, detailed billing information will be available electronically in My Account (telstra.com/business/myaccount) for the period for which that option remains your preferred billing option. We may not be able to send you a detailed

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Paper Bill in relation to this period if you subsequently decide that you want one.

- 6.35 Billing notices sent by email can only be sent to one email address per billing account. If you request that we send your billing notices to another person's email address or phone number, it remains your responsibility to ensure you receive all your billing information.
- 6.36 The following terms apply to **Email Bill** and **Online Billing**, as indicated:
- (a) We will use our best endeavours to deliver your Email Bill to the email address you nominated. If we cannot deliver your Email Bill to that email address, we may:
 - (i) send a Paper Bill to the billing address on your account;
 - (ii) in our discretion change your billing preference to a Paper Bill for all future bills; or
 - (iii) contact you to request that you update your email address.
 - (b) We are not obliged to notify you when a new Online Bill is made available in My Account on the telstra.com website. As a courtesy and unless you are on Email Bill, we will attempt to give you notice that your bill is available for viewing online (for example, by SMS or by email to your last registered billing email address). It is your responsibility to contact us if you do not receive billing notices.
 - (c) Provided that we use our best endeavours to deliver your Email Bill or other billing notices, your Telstra account(s) remain payable by you by the due date specified in the bill, whether or not you receive, read or access your Email Bill or Online Bill or any notices from us regarding your Email Bill or Online Bill.
 - (d) It is your responsibility to:
 - (i) keep your contact details, and billing notices address up to date and notify us or any changes;
 - (ii) ensure that you have sufficient space available in your email mailbox to receive our billing notices;
 - (iii) contact us if you do not receive your Email Bill or any billing notices. You may wish to first check your junk email folder to see if your billing notices have been delivered there instead of your Inbox;
 - (iv) keep your email account and mobile phone secure to protect the privacy of your personal and credit information contained in billing notices; and
 - (v) if you have elected Online Billing, regularly check the telstra.com website for your delivered Online Bills and other billing notices.
 - (e) Your Email Bills and any related emails will count towards your usage allowance under your plan.
- 6.37 We may change these Email Bill and Online Bill terms in accordance with clause 5 – Casual Customers except that for changes that have a minor detrimental impact on you as described in clause 5.5, we will give you at least 10 days prior notice of the change. For purposes of

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clause 5.13, you agree that we may tell you about changes to these terms using the email address on your account for your billing notices.

7 YOUR RIGHTS TO CANCEL OR SUSPEND YOUR SERVICE

Choosing to cancel your service

- 7.1 You can cancel your service at any time by telling us in writing at least 30 days beforehand. However, if you cancel your service before the end of any fixed length contract, we may charge you any applicable early termination charges. The amount of the early termination charge is set out in the application form you used to apply for your service or was disclosed to you when you applied for your service.
- 7.2 If you cancel a service before we have provided it to you, we can charge you any reasonable costs we incurred as a result of preparing to provide it to you.

Material breach by us

- 7.3 You can cancel your service at any time if:
- (a) we are in material breach of Our Customer Terms (for example, because we fail to use reasonable care and skill in providing the service to you); and
 - (b) you have told us in writing of our material breach and we have failed to remedy it within 14 days of you telling us; or
 - (c) the breach is something which cannot be remedied (in which case you can terminate the service immediately by telling us).

We will not charge you any early termination charge if you cancel your service because of our material breach.

Your other rights to cancel

- 7.4 You can also cancel your service by telling us with as much warning as you reasonably can if:
- (a) we become bankrupt or insolvent or appear likely to do so;
 - (b) the law requires you to do so; or
 - (c) provision of the service becomes illegal.

We will not charge you any early termination charge if you cancel your service in these circumstances.

Refunds of prepayments

- 7.5 If you cancel your service under this clause, we will refund to you any unused portion of your monthly access fee and any other amount you have prepaid. However, we can deduct from your refund any amounts that you owe to us, such as charges you incurred before the cancellation or any applicable early termination charge.

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8 OUR RIGHTS TO CANCEL OR SUSPEND YOUR SERVICE

Choosing to cancel your service - casual customers

8.1 If you are a casual contract customer, we can cancel your service at any time, if we:

- (a) get your consent; or
- (b) tell you a reasonable period (but at least 30 days) beforehand or;
- (c) transfer you to a reasonably comparable alternative service.

You will be a casual contract customer if you are acquiring your service pursuant to a contract without a fixed term e.g. on a month by month basis or under a contract that has a fixed term but does not require you to pay an early termination charge if your service is cancelled before the end of that fixed term.

Choosing to cancel your service - fixed length contract customers

8.2 If you are a fixed length contract customer, we can cancel your service before the end of your fixed length contract at any time if:

- (a) we get your consent to do so; or
- (b) we take reasonable steps to appropriately offset the effect of the cancellation on you (for example, by providing a credit or rebate to you); or
- (c) we transfer you to a reasonably comparable alternative service for the remainder of your fixed length contract; or
- (d) we offer to transfer you to an alternative service for the remainder of your fixed length contract and take reasonable steps to offset any material detrimental effects of the transfer caused by any material differences between the cancelled service and the alternative service we offer.

If we cancel your service in this way, we will not charge you any early termination charge.

You will be a fixed length contract customer if you are acquiring your service under a contract that has a fixed term and the contract requires you to pay an early termination charge if your service is cancelled before the end of that fixed term or if you are a pre-paid customer.

8.2A If you're a fixed length contract customer at the date on which we're required to disconnect your service as part of the migration to the NBN, we will terminate your service and your access to existing networks. No early termination fee will be charged in these circumstances.

Material breach by you

8.3 We can cancel your service at any time if:

- (a) you are in material breach of Our Customer Terms; and
- (b) we have told you in writing of your breach and you have failed to remedy it within 14 days of us telling you (or such longer period as we tell you or as set out in another section of Our Customer Terms); or

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- (c) the breach is something which cannot be remedied (in which case we can cancel the service immediately by telling you).

8.4 You will be in material breach of Our Customer Terms if you:

- (a) breach your obligation to pay our charges for your service;
- (b) use your service in a way which we reasonably believe is fraudulent, poses an unacceptable risk to our security or network capability or is illegal or likely to be found illegal; or

Using your service this way is also a breach that cannot be remedied.

- (c) breach your obligations under the Telstra FairPlay Policy.

The Telstra Fair Play Policy is set out under Part A - General of the Telstra Mobile Section of Our Customer Terms at http://www.telstra.com.au/customerterms/bus_mobile_general.htm.

8.5 We can charge you the applicable early termination charge if you are a fixed length contract customer and we cancel your service before the end of the fixed term because of your material breach.

Suspension during period before we cancel your service

8.6 We can suspend or restrict the provision of your service during the period before we cancel your service because you are in material breach of Our Customer Terms. If you ask us to reconnect your service following your suspension for failing to pay an account, you may have to pay us a reconnection fee. The amount of the reconnection fee is set out in the General section of each relevant service (e.g. Part A - General - Telstra Mobile at http://www.telstra.com.au/customerterms/bus_mobile_general.htm). In the case of Single Bill customers, the reconnection fee is set out in Part A – General - Basic Telephone Service section at http://www.telstra.com.au/customerterms/bus_general.htm.

Our other rights to cancel, suspend or restrict your service

- 8.7 We can cancel, suspend or restrict your service by telling you with as much warning as we reasonably can if:
- (a) the law requires us to do so;
 - (b) providing the service becomes illegal or we believe on reasonable grounds that it may become illegal;
 - (c) you die;
 - (d) there is an emergency that affects our ability to provide the service;
 - (e) we are not able to provide the service to you due to an event outside our reasonable control (such as a failure in equipment that is not owned or operated by us, an industrial strike or an act of God); or
 - (f) we reasonably believe that providing the service may cause death, personal injury or damage to property.

We will not charge you any applicable early termination charge if we cancel your service for one of these reasons.

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- 8.8 We can also cancel, suspend or restrict your service by telling you with as much warning as we reasonably can if:
- (a) we cannot enter your premises to do something in connection with the service that we need to do in order to supply the service or make the service or related equipment safe;
 - (b) you become bankrupt or insolvent or appear likely to do so;
 - (c) you vacate the premises to which the service is connected;
 - (d) there is excessive or unusual use of the service; or
 - (e) we reasonably consider that you pose an unacceptably high credit risk to us.

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:

- *previous payment history and payment behaviour (e.g. late payments, dishonoured payments or failure to pay);*
- *any previous advice from you about a potential inability or unwillingness to pay;*
- *your usage is inconsistently high when compared with previous usage patterns;*
- *your response where we have told you of this unusually high usage; or*
- *pending bankruptcy or insolvency.*

- 8.9 We can charge you any applicable early termination charge if you are a fixed length contract customer and we cancel your service before the end of the fixed period under the previous clause.

Maintenance and repair work

- 8.10 We can also suspend or restrict your service temporarily if we reasonably believe it is desirable or necessary to do so to maintain or restore any part of our network or a network used to supply your service. Where possible maintenance and repair work will be attempted to be performed at times that will cause the least inconvenience to our customers. However, where your service is provided on the NBN, we are relying on NBN Co to determine the times for this work and to provide us with information about the NBN. In these circumstances we will try and give you as much warning as we reasonably can. If we have no alternative but to cancel your service due to necessary maintenance or restoration of any part of our network or a network used to provide your service, we will not charge you any early termination charge.

Refund of prepayments

- 8.11 If we cancel your service under this clause, we will refund to you any unused portion of your monthly access fee or minimum monthly spend and any other amount you have prepaid. However, we can deduct from your refund any amounts that you owe to us (unless these terms say otherwise). For example, we can deduct charges you have incurred before cancellation or any applicable early termination charge.

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If you use your Service for business purposes

- 8.12 If we are providing your service to you mainly for your personal use and we reasonably believe that you are using the service mainly for business purposes, we can tell you of this and ask you to move to a suitable business service. If you do not agree to move to a business service, we can cancel your service by telling you 30 days beforehand and charge you any applicable early termination charge.
- 8.13 If you are or become or operate as a “carrier” or “carriage service provider” under the Telecommunications Act 1997, you have to tell us. We can refuse to provide a retail service to you if you tell us or we reasonably believe that you are operating and using retail services as a carrier or carriage service provider. We can also cancel or suspend your retail services by telling you in writing 30 days before we do so. You can enter into a written agreement with us for the supply of wholesale services, if you choose to do so. If we do not exercise a right under this clause fully or at a given time, we can still exercise it later.
- 8.14 We occasionally need your consent to do certain things. We can rely on the authority of any of your employees who tell us they have authority to give your consent, as long as we act reasonably.
- 8.15 If you are a business customer, government customer, charitable organisation or non-profit organisation, you can appoint a third party to act on your behalf in relation to Our Customer Terms if you get our written consent first. We will only withhold our consent (or withdraw our consent if previously given) on reasonable grounds (for example, grounds relating to a breach of the third party’s obligations).

9 OUR LIABILITY TO YOU

Interruption or delay

- 9.1 If we fail to meet any of our service level obligations as a result of any interruption or delay to your service, we accept liability to you, but limit our liability to the applicable service level rebates or credits. Where you are not entitled to a service level rebate or credit, we limit our liability to an amount equal to the service charges billed for the affected services for the period of the interruption or delay.

Our breach of contract or negligence

- 9.2 Subject to clause 9.5, we accept liability arising from our breach of contract or negligence:
- (a) for any personal injury or death to you, your employees, agents and contractors in relation to the supply of the Services;
 - (b) for any damage to your real or tangible property resulting from the supply of the Services, but we limit our liability to our choice of repairing or replacing the property or paying the cost of repairing or replacing it; and
 - (c) unless clause 9.1 applies, for any other cost or expense you reasonably incur that is a direct result of, and flows naturally from, such breach or negligence (but excludes loss of profits, likely savings and data), but we limit our liability for all such claims in aggregate to the total amount payable to us under Our Customer Terms for 12 months of acquiring the relevant services.

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When we are not liable

- 9.3 Other than for the liability we accept under clauses 9.1 and 9.2, we exclude all other liability whether to you or a third party for breach of contract, negligence or breach of any other law. For any liability which cannot lawfully be excluded as it is under this clause 9, our liability is limited to resupplying or paying the cost of resupplying services and repairing, replacing or paying the cost of repairing or replacing goods.
- 9.4 Notwithstanding anything else in this clause 9, our liability will be reduced to the extent the loss or damage is caused by you, your employees, agents or contractors.

Beyond our control

- 9.5 We will not be responsible for any loss or damage arising from circumstances outside our reasonable control.

After cancellation or suspension

- 9.6 These provisions relating to liability will continue unaffected by cancellation or suspension of your service.

10 YOUR LIABILITY TO US

Joint customers

- 10.1 If you and one or more others are the customer for a service, each of you is jointly and individually responsible for all charges and other obligations relating to that service.

Liability and excluded types of loss

- 10.2 You are liable to us for breach of contract or negligence under the principles applied by the courts. However, you are not liable to us for any loss to the extent that it is caused by us (for example, through our negligence or breach of contract).

After cancellation or suspension

- 10.3 These provisions relating to liability will continue unaffected by cancellation or suspension of your service.

11 TELEPHONE NUMBERS AND PINS

- 11.1 The Telecommunications Numbering Plan sets out rules for issuing, transferring and changing telephone numbers. We must comply with the Telecommunications Numbering Plan. In using your service, you must not do anything that would be inconsistent with the Telecommunications Numbering Plan or that would adversely affect our ability to comply.
- 11.2 You do not own or have any legal interest or goodwill in any telephone number or PIN issued to you. You are entitled to continue to use any telephone number we issue to you, except in circumstances where the Telecommunications Number Plan allows us to recover the number from you.
- 11.3 You can transfer a telephone number or PIN to another person if you get our consent first.
- 11.4 Because you have to pay for any use of your service, whether you authorise it or not, we recommend you protect the security of any PIN used with your service.

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- 11.5 For a service where usage is associated with a PIN (such as a Telecard), we can change the telephone number that you use to access that service. However, we will tell you of the change before it takes effect (for example, by placing a recorded voice announcement on the affected service). Once the telephone number of accessing that service is changed, it is important that you use the changed telephone number, as you may not be able to access that service using the old telephone number.

12 ACCESSING YOUR PREMISES

When we can access your premises

- 12.1 We may need access to your premises. You agree to provide us safe access to your premises to:
- (a) install equipment for a service to be provided; and
 - (b) inspect, test, maintain, repair or replace equipment; and
 - (c) recover our equipment after your service is cancelled or after we transfer you to another service in accordance with our rights under clause 8.
- 12.2 You owe us the value of our equipment as a debt due if we cannot access your premises to recover it.
- 12.3 Where your service is provided on the NBN, you agree to also provide NBN Co with safe access to your premises:
- (a) for the purposes set out in clause 12.1;
 - (b) for NBN Co to perform any other work reasonably required; and
 - (c) for NBN Co to recover any NBN Co equipment after your service provided on the NBN is cancelled.

Owner's permission

- 12.4 If you do not own your premises, you have to get the owner's permission for us to access the premises and install any equipment. You promise to us that you have got that permission.

13 SECURITY

- 13.1 At any time, we can require you to provide some form of security (e.g. a security deposit, a charge or bank guarantee) or pay some or all of the charges for your service in advance. We will only do so if we have reasonable concerns about your credit worthiness or have reasonable grounds for believing that we may not be paid for this service. In the case of new services, we can refuse to provide you the services until we receive the security. In the case of existing services, if you do not provide the security within 14 days of our request, we can restrict, suspend or cancel the service - this is in addition to any other rights that we may have.
- 13.2 If you cancel all your services, we will return the security deposit or advance payment to you less any outstanding charges within a reasonable time.
- 13.3 Our acceptance of any form of security or advance payment does not affect any other terms of Our Customer Terms.

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14 PRIVACY

- 14.1 We collect, use and disclose personal information as set in our "Protecting Your Privacy" Statement. The current version of our Privacy Statement is available at www.telstra.com.

15 OTHER MATTERS

- 15.1 If any term (or part of a term) in Our Customer Terms is void or unenforceable, that term (or part) is taken to be removed from Our Customer Terms and not to form part of them. The remaining terms continue to have full effect.

16 SPECIAL MEANINGS

- 16.1 In Our Customer Terms:

business customer means any customer who we believe carries on a business, and includes:

- (a) an individual whose White Pages entry incorporates a business reference; or
- (b) a company registered under the Corporations Act having an ACN or an ARBN/ABN or any other body corporate; or
- (c) an association or club (whether incorporated under Associations Incorporation Legislation or not) that is not a non-profit organisation or charitable organisation.

charge means a charge specified in Our Customer Terms.

charitable organisation or charity means an organisation that is endorsed by the Commissioner of Taxation as a deductible gift recipient under Subdivision 30-BA by reason of being a public benevolent institution under item 4.1.1 of the table in section 30-45 of the Income Tax Assessment Act 1997.

credit card means any credit or charge card accepted by us as a form of payment from time to time.

customer means a person who contracts with us for a service (including for supply of that service to another person) or who otherwise acquires a service from us, or who seeks to do either of these.

equipment means a "Facility" under the Telecommunications Act 1997 and includes any line, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a service.

excessive or unusual use of a service in these Small Business General Terms means where there is a high volume of usage outside of normal usage patterns or other usage which suggests irregular network access (for example, where a call remains connected for an unusually long period of time, where an unusual pattern of short calls is made in a short period of time, or where an unusually large volume of calls are made, particularly to premium-rate or international services).

government customer includes all federal, state, territory and local government departments, authorities, agencies and businesses.

GST means the tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 and the related imposition Acts of the Commonwealth.

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insolvent includes having a receiver, manager, administrator, provisional liquidator or liquidator appointed to you.

NBN means the fibre network that is owned or controlled by, or operated by or on behalf of, NBN Co (or any related body corporate of NBN Co) and includes any other network, systems, equipment and facilities used by NBN Co in connection with the supply of services.

NBN Co means NBN Co Limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 and its related body corporates, officers, employees, agents, contractors, sub-contractors and consultants.

network means our “telecommunications network” as defined under the Telecommunications Act 1997.

Nominated Service means a service of a Nominated Service Customer billed under a Single Bill.

Nominated Service Customer means a customer other than the Single Bill Customer who has agreed to have their service included in a Single Bill.

non-profit organisation means an organisation that does not operate for profit and includes:

- (d) government and non-government schools, pre-schools, kindergartens and child-care centres; and
- (e) sporting, social, cultural and community clubs and groups that are operated substantially by their members, players or their parents,

but does not otherwise include Government departments, business or agencies.

a reference to a **person** includes the person’s executors, successors and assigns.

PIN means a personal identification number.

premises means any land, building, structure, vehicle or vessel, whether owned, leased or occupied by you, containing equipment or a service, or to which a service is supplied.

service includes any goods or equipment provided in connection with a service.

Service Agreements means:

- (a) Telstra Pay TV Subscription Agreement; or
- (b) any other agreement for a service with us or one of our subsidiaries that may be included on a Single Bill.

Single Bill means the consolidated billing service provided by us.

Single Bill Customer means the customer who has agreed to being issued with a Single Bill.

tax invoice has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

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Telstra Pay TV means Telstra Pay TV Pty Limited.

Telstra Pay TV Subscription Agreement means the terms and conditions pursuant to which Telstra Pay TV supplies subscription television services.

we means Telstra Corporation Limited ABN 33 051 775 556, and includes its successors and assigns.

you means the customer.