

OUR CUSTOMER TERMS

GENERAL TERMS FOR CORPORATE CUSTOMERS



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RECENT CHANGES

DATE OF CHANGE	SERVICE/FEATURE	WHAT HAS CHANGED?	SEE
1 July 2018	General Terms for Corporate Customers	Payment and suspension terms triggered by insolvency, definition of insolvency	4.25, 5.3(j), (k), 12.1
1 October 2015	ACT Government Utilities (Network Facilities) Tax Charge	Simplification of the terms relating to ACT Government Utilities (Network Facilities) Tax Charge	4.24 – 4.27
30 May 2014	Email Bill and Online Bill	Simplification of the terms and conditions for these billing options.	4.34 – 4.39
Effective 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 Corporate Customers – Clause 4.21
1 September 2012	ACT Government Utilities (Network Facilities) Tax Charge	Increase in ACT Government Utilities Tax Charge.	4.24–4.27
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 Corporate Customers - New clauses 4.34 and 4.35
5 June 2012	General Terms for Corporate Customers	New clauses inserted for new and recontracting fixed term customers for transferring services onto the NBN, including for NBN Co to access customer's premises.	General Terms for Corporate Customers – Clause 5.5, 5.6 and 5.7
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 Corporate Customers – Clause 4.21
13 September 2010	Connecting your service	Customers can nominate an agent when their services are being connected.	2.7
31 March 2010	Method of billing	Introduction of an electronic billing option	4.4
8 December 2009	Payment Administration Fee	Removal of \$2.20 payment administration fee	4.19-4.20

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DATE OF CHANGE	SERVICE/FEATURE	WHAT HAS CHANGED?	SEE
14 September 2009	Payment Administration Fee	Customers managed by Telstra Business or Telstra Country Wide 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.	4.19-4.21
1 July 2009	ACT Government Network Facilities Tax Charge	Telstra Business, Telstra Enterprise & Government and Telstra Country Wide customers with certain services within the ACT area/Jervis Bay NSW can be subject to an annual ACT Government Utilities Tax Charge.	4.23-4.25
14 April 2009	Cancelling or suspending your service	Customers can now cancel a service at any time by telling Telstra in writing at least 30 days beforehand.	5.1
31 December 2008	Single Bill service	Single Bill terms and conditions now appear in these General Terms	4.7-4.18, 12
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
12 August 2007 (for new customers contracting on or after 12 August 2007) 12 September 2007 (for customers contracting on or before 12 August 2007)	All Telstra Services	<ul style="list-style-type: none"> Telstra's right to unilaterally amend Our Customer Terms is now expressly included in these Corporate General Terms. Telstra may now exit a service by giving the customer prior reasonable notice and: (a) migrate the customer to an alternative service; or (b) cancel the service. If the alternative service is materially detrimental to the customer, then the customer may cancel the Service without the payment of any early termination charges. 	1.4 and 5.4
11 April 2006	Dishonoured payments	New ATO ruling that no GST is payable when a cheque or direct debit payment has been dishonoured.	4.9
9 October 2005	Administrative Fee as Late Payment	Existing administrative fees for late payment have been specified and the fee for outstanding accounts over \$200 has been increased.	4.7 and 4.8

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 12.

These Corporate 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 Corporate General Terms - which apply to all services and to all corporate customers;
 - (b) Consumer General Terms - which apply to all consumer services when not acquired by small business customers;
 - (c) Small Business General Terms - which apply to all small business 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 corporate customer?

- 1.2 You will be a corporate customer (and these Corporate General Terms will apply to you) if you acquired your service for the purpose of resale, or:
- (a) you are a business or non-profit organisation (including a body corporate, sole trader, partnership, trust, or registered charity) who had a genuine and reasonable opportunity to negotiate the terms of your contract with us; or has or will have an annual spend with us which is, or is reasonably estimated by us to be, greater than \$20,000; and
 - (b) you are using your service for the primary purpose of business use.

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

You will not be a corporate customer 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 under your contract is less than \$300,000, or if your contract is for longer than 12 months, under \$1,000,000,

rather, you will be a small business customer and the Small Business General Terms will apply to you.

Reference to General Terms

- 1.3 In relation to any particular service, if these Corporate General Terms apply to you, then references to "General Terms" in any other section of Our Customer Terms or our other communications refer to these Corporate General Terms.

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Changing Our Customer Terms

1.4 We may change Our Customer Terms unilaterally.

Telecommunications legislation

- 1.5 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.**

Inconsistencies

1.6 If anything in these Corporate General Terms is inconsistent with something in a particular section of Our Customer Terms, then the particular section applies instead of these Corporate 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.
- 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 have to try to connect some services within particular timeframes. For other services, we try to connect your service within a reasonable time.

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- 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. **You indemnify us against (and must pay us for) any liability we incur (including any claim made against us by you), any loss or damage we suffer and any costs we incur relating to your breach of this clause.**
- 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.

Business customers

- 2.9 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 may still exercise it later.
- 2.10 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 in good faith.
- 2.11 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 cannot withhold our consent unreasonably but we can withdraw our consent on reasonable grounds relating to the third party's conduct.

3 USING YOUR SERVICE

Our aim of providing continuous and fault-free services

- 3.1 We aim to provide, but do not promise, continuous or fault-free services.

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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 You have to maintain and repair any equipment that does not belong to us and is at your premises and do any maintenance or repairs that we ask you to.
- 3.4 Where your equipment causes a fault in your service, we can charge you a call-out fee and our reasonable charges for rectifying the fault.

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.** 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

- 3.7 We do not promise to monitor your service for excessive or unusual usage. **We can suspend or cancel your service if it is used in an excessive or unusual way**, but do not promise to do so. If we do suspend or cancel your service, you still have to pay any charges incurred for any excessive or unusual usage.

There might be excessive or unusual use if you have a call that remains connected for an unusually long period of time or where an unusually large volume of calls to premium-rate or international services start being made from your service.

Breaking the law

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

Causing interference

- 3.9 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).
- 3.10 You have to make sure that no-one interferes with the operation of a service or makes it unsafe.

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Your responsibility for equipment

- 3.11 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

- 3.12 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 is cut.

Compliant equipment only

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

Tell us if things change

- 3.15 You have to tell us about any relevant changes to your services or equipment.

4 CHARGES AND PAYMENT

Charges

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

Bills

- 4.3 We issue bills for charges for your services regularly. We can also issue an interim bill at any time.
- 4.4 We may issue bills to you either electronically or on paper. Electronic bills can be viewed and paid online by registering at <http://www.telstraenterprise.com/customertools/manageaccount/viewpay/Pages/OnlineBill.aspx>.
- 4.5 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.
- 4.6 Our records are sufficient proof that a charge is payable unless they are shown to be incorrect.
- 4.7 Any claim that charges in a bill are incorrect must be made within 12 months of the bill's due date.**

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Setting up the Single Bill service

- 4.8 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:
- request us to do so; or
 - 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).*
- 4.9 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 4.7 to 4.18) 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).
- 4.10 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

- 4.11 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.
- 4.12 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.
- 4.13 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

- 4.14 A Nominated Service Customer's entitlements in relation to their Nominated Service on a Single Bill will remain the same except that:
- 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

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- 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;
 - (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 mobile 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

- 4.15 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.
- 4.16 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.

Amounts in relation to Telstra Nominated Services which is a mobile service 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.

Who we tell if the Single Bill is not paid

- 4.17 We will notify the Single Bill Customer if the Single Bill Customer does not pay a Single Bill by its due date.
- 4.18 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.
- 4.19 If the Single Bill Customer does not pay a Single Bill in full by its due date, we may suspend or cancel any or all of the services included in the Single Bill in accordance with clause 5 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_general.htm or any relevant Service Agreements.

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Credit card payments

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

Late or dishonoured payments

- 4.21 If you do not pay a bill by its due date, we can charge you an administrative fee of

(a) \$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.

- 4.22 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 Cancelling or suspending your service below (or under any other agreement between us for any services included on a Single Bill).

- 4.23 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

- 4.24 From 1 July 2009, an annual ACT Government Utilities Tax Charge applies to some of our customers. If:

(a) you have one or more affected services at an address within the ACT Government area including the Jervis Bay area of NSW; and

(b) you are our customer following the relevant assessment date (regardless of whether you still have one or more of the affected services at the time of billing),

then we can charge you an ACT Government Utilities Tax Charge.

- 4.25 The assessment date in relation to the ACT Government Utilities Tax Charge is 31 March of each calendar year. The affected services for the purpose of the ACT Government Utilities Tax Charge are as determined by us each year at each assessment date.

- 4.26 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. We will notify you of the applicable ACT Government Utilities Tax Charge amount each year in accordance with these General Terms. The ACT Government Utilities Tax Charge will be itemised on your bill.

- 4.27 If you have a fixed length contract with us for all of your affected services which was entered into before 1 July 2009, we will not charge you the ACT Government Utilities Tax Charge until that fixed length has expired or when that contract is renewed.

Adjustments

- 4.24 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 may round the amount payable by you to the nearest multiple of five cents.

- 4.25 We can pay you amounts we owe you by deducting them from amounts you owe us. If you

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become bankrupt or insolvent, we may deduct any amounts you owe us even if such amounts are not yet due and payable. You must pay us without any set-off, counter-claim or deduction.

- 4.26 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.
- 4.27 In order to provide some services to you (like international calls), 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, we can charge you the difference in addition to our charge if we think your use of services has been excessive or unusual.

There might be excessive or unusual use if you have a large volume of calls being made from your service to particular numbers where what we are charged for those calls is higher than what we charge you.

GST

- 4.28 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.
- 4.29 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

- 4.30 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 on the telstra.com/business-enterprise website. Available on its own, or with Paper Bill or Email Bill.
- 4.31 You can change the format of your bill by changing your billing preference online in My Account on the telstra.com/business-enterprise website, 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.
- 4.32 If you receive a summary Paper Bill, detailed billing information will be available electronically in My Account on the telstra.com/business-enterprise website for the period for which that option remains your preferred billing option. We may not be able to send you a detailed Paper Bill in relation to this period if you subsequently decide that you want one.
- 4.33 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.

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4.34 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 of 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.

4.35 We may change these Email Bill and Online Bill terms in accordance with clauses 1.4 and 1.5. You agree that we may tell you about changes to these terms using the email address on your account for your billing notices.

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5 CANCELLING OR SUSPENDING YOUR SERVICE

You can cancel your service

- 5.1 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.
- 5.2 If you cancel a service before we have provided it to you, we can charge you any costs we incurred in preparing to provide it to you.

When we can cancel or suspend your service

5.3 We can suspend or cancel a service if:

- (a) we are allowed to under another term in these General Terms; or
 - (b) you breach Our Customer Terms (including these General Terms); or
 - (c) we believe it is desirable or necessary to do so to maintain or restore any part of our network; or
 - (d) we cannot enter your premises to install, inspect, repair, maintain, replace or remove equipment connected with the service; or
 - (e) there is an emergency; or
 - (f) the law allows or requires us to; or
 - (g) providing the service to you may be illegal or we anticipate that it may become illegal; or
 - (h) the Australian Competition and Consumer Commission issues a competition notice relating to the service or we anticipate that it may do; or
 - (i) you vacate your premises or you die;
 - (j) you become bankrupt or insolvent or appear likely to do so; or
 - (k) an administrator, receiver or scheme administrator is appointed to you, and that administrator, receiver or scheme administrator does not accept personal liability for the ongoing supply of services by us within 3 business days of our request that they do so.
- 5.4 If we decide to exit a Service then we may, by giving you prior reasonable notice:
- (a) transfer you to an alternative service; or
 - (b) cancel the Service.

If the proposed alternative service is materially detrimental to you, then you may cancel the Service without the payment of any early termination charges.

- 5.5 In addition to our other rights, for new and recontracting customers from 5 June 2012, if we decide, or are required, to transfer your service to the NBN, then we may, by giving you prior

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reasonable notice:

- (a) transfer you to an alternative service provided on the NBN and cancel your access to existing networks; or
- (b) cancel your service and your access to existing networks.

5.6 Where we transfer you to an alternative service provided on the NBN in accordance with clause 5.5:

- (a) you must provide us and NBN Co with assistance and access to the premises as requested to complete the transfer and perform any other work.

If you are not the owner of the premises, your landlord will need to approve the installation of equipment and where the equipment is located within the premises;

- (b) you understand that in performing the work reasonably required to complete the transfer, temporary outages or interruptions may be caused;
- (c) if any installation charges apply and you do not agree to pay these charges we may cancel your service and your access to existing networks. We will not charge you an early termination fee in these circumstances;
- (d) you consent to us completing the transfer, unless you tell us otherwise; and
- (e) if the alternative service provided on the NBN is materially detrimental to you, then you may cancel the service without payment of any early termination charge.

5.7 If you do not comply with your obligations under clause 5.6(a), we may terminate your service and access to existing networks and we may charge you an early termination fee.

After cancellation or suspension

5.8 If a service is cancelled or suspended, you still have to pay charges incurred beforehand. The provisions relating to liability and indemnity also continue unaffected.

5.9 We can ask you to pay a reconnection charge before we reconnect a service that has been cancelled.

6 OUR LIABILITY TO YOU

Death, personal injury or property damage

6.1 We accept liability for our negligence in relation to supplying services if it causes personal injury or death.

6.2 If our negligence in relation to supplying services causes damage to property, we will repair or replace the property (or pay to do so).

Quality of service

6.3 Certain laws imply terms into contracts for the supply of goods or services that cannot be excluded (e.g. that services are provided with due care and skill and goods are reasonably fit for their purpose and of a certain quality). If those terms are implied into Our Customer Terms and we breach them, we accept liability for the breach. Our liability is limited to

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resupplying, repairing or replacing the relevant goods or services where the goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption and where it is fair and reasonable to do so.

When we are not liable

- 6.4 **We are only liable to you in the cases set out in this clause.** Otherwise, we are not liable to you in contract, tort (including negligence) or otherwise for any loss or damage. For example, we are not liable for loss of profits or anticipated savings, economic loss, lost data or any indirect or consequential damage.

Beyond our control

- 6.5 We are not liable for failing to comply with Our Customer Terms because something happens beyond our control.

7 YOUR LIABILITY TO US

Joint customers

- 7.1 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.

Indemnity

- 7.2 **You indemnify us against (and must pay us for) any loss or damage we suffer,** relating to:
- (a) the use (or attempted use) of your service;
 - (b) equipment used in connection with your service.
- 7.3 You indemnify us against (and must pay us for) any costs (including legal costs) relating to your breach of Our Customer Terms.

8 TELEPHONE NUMBERS AND PINS

- 8.1 The Telecommunications Number Plan sets out rules for issuing, transferring and changing telephone numbers. You and we must comply with the Telecommunications Number Plan.
- 8.2 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.
- 8.3 You can transfer a telephone number or PIN to another person if you get our consent first.
- 8.4 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.
- 8.5 We can vary customer dialling codes used to access a service with a PIN.

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9 ACCESSING YOUR PREMISES

When we can access your premises

- 9.1 We may need access to your premises. **You agree to provide us safe access to your premises:**
- (a) to install equipment for a service you have asked for; and
 - (b) to inspect, test, maintain, repair or replace equipment; and
 - (c) to recover our equipment after your service is cancelled.
- 9.2 You owe us the value of our equipment as a debt due if we cannot access your premises to recover it.

Owner's permission

- 9.3 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. **You indemnify us against (and must pay us for) any claim the owner makes against us relating to our entering your premises.**

10 SECURITY

- 10.1 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. **If you do not, we can refuse to provide you the service or cancel it.**
- 10.2 If you cancel all your services, we return the security deposit or advance payment to you less any outstanding charges.
- 10.3 Our acceptance of any form of security or advance payment does not affect any other terms of Our Customer Terms.

11 OTHER MATTERS

- 11.1 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.

12 SPECIAL MEANINGS

- 12.1 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.

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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.

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.

insolvent includes having a receiver, manager, administrator, deed administrator, scheme administrator, provisional liquidator or liquidator appointed to you or your parent company, or you or your parent company making or publically announcing an application for a scheme of arrangement to avoid an insolvent liquidation.

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.

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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).

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.