

# A Summary of Our Customer Terms (OCT)

## Important Information: Your Rights and Obligations

This brochure summarises some terms from Our Customer Terms (“OCT”). The OCT contain the terms on which your Telstra products and services are supplied. For a copy of the most up-to-date version of OCT, please visit our website at <http://www.telstra.com.au/customerterms> or one of our Telstra Shops. This summary does not override or change anything in OCT.

## Information about changes to Our Customer Terms

We can unilaterally change the OCT from time to time.

### (a) For consumer customers and small business customers

Generally, where we reasonably consider an OCT change will have more than a minor detrimental impact on you, we will provide you with at least 30 days’ prior notice by bill message or insert, letter, email (if you have an email address and have agreed for us to tell you about changes to OCT by email). For other changes, we may notify you in this way or by notice in a national newspaper published 3 days before the change.

### (b) For corporate customers

If a change to OCT would cause detriment to you, we will provide prior notice by publishing an advertisement in a national newspaper or by bill message, insert, letter, email. Other changes can be made without notice to you.

### (c) For BigPond® customers

If a change to OCT would make you worse off, we will usually give you at least 30 days’ prior notice of the change by post, fax or email to the default BigPond email address we allocated to you if you selected the option to include a Telstra mailbox with your BigPond service. .

## Providing services

OCT applies to the supply of: fixed line telephone services, mobile telephone services, BigPond internet and additional services, payphones, satellite phone services and specialised services for businesses (e.g. data and internet services).

## Customer Service Guarantee (CSG) for standard fixed telephone services

The CSG Standard sets out specific performance standards that apply in certain circumstances when organising a service appointment, arranging a new connection or having a fault fixed on a standard fixed telephone service. If we fail to comply with the CSG Standard you may be entitled to a payment. For more information about the CSG Standard, please see the front section of your White Pages® Directory, visit <http://www.telstra.com.au/abouttelstra/commitments/csg.cfm> or call on the numbers set out below under the heading “Charges”.

## Charges

The OCT sets out the charges for your services. A summary of those charges is set out in the pricing brochure we will provide to you, unless you have a BigPond service. For BigPond services, the applicable charges can be found at [www.bigpond.com](http://www.bigpond.com). If you would like further details about our charges or a copy of the pricing brochure (excluding BigPond services), please call us on:

**13 2200** for residential customers

**13 2000** for business customers

**125 111** for Telstra mobile customers

**13 POND (option 3)** for BigPond customers

## Bills

We will send you monthly bills. In addition, you may be able to choose quarterly bills for your fixed line telephone services only. Bills can be mailed, emailed or provided on-line. Braille or large print format bills are available on request.

Our records are sufficient proof that a charge is payable unless shown to be incorrect.

You may have to pay for some optional billing features.

Your bill will show the various ways that you are able to make a payment. We may charge you a fee if you pay by a credit card, or if a cheque or direct debit used to pay a bill is not honoured.

If you do not pay the bill by its due date, we can:

- charge you a late payment fee;
- suspend or cancel your service until you pay (you may need to pay a reconnection fee in this case).

If a bill remains unpaid we may refer it to a collections agency to recover the amount owing.

## **Cancelling or suspending your service**

Some services may have a minimum fixed term and you may be charged for early cancellation. For further details, see the relevant pricing brochure that you will receive from us (if we haven't already given you a copy).

You can cancel your service by contacting us. We may ask you to put your request in writing and you may need to give us 30 days prior notice. If you cancel a service before we have provided it to you, we may charge any costs we incurred.

We may suspend or cancel your service in a number of circumstances (depending on what service you have) such as where you are in material breach of OCT or where it is necessary to restore/maintain our network, there is an emergency or the law requires us to do so. If you're a consumer or small business customer, we may also cancel a service by 30 days prior notice. However if you are within your minimum term, we may take reasonable steps to appropriately offset the effect of the cancellation on you, migrate you to a reasonably comparable service for the remainder of your minimum term, or migrate you to an alternative service for the remainder of your minimum term and take reasonable steps to appropriately offset any material detrimental effects of the cancellation on you.

If a service is cancelled or suspended, you may be required to pay the outstanding charges, including any applicable early cancellation charges (if any). Details on early cancellation charges for your service are set out in OCT.

## **Warranties**

Conditions, warranties and guarantees

Consumer protection laws imply conditions warranties into consumer contracts for the supply of goods or services that cannot be excluded. If such are implied into OCT and we breach them, we accept liability for the breach. If lawful to do so, our liability is limited to resupplying, repairing or replacing the goods or services.

## **Security**

We may 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 do so if, for example, we have reasonable concerns about your credit worthiness. If you don't, we can refuse to provide you the service or cancel it. If you cancel all of your services, we will return the security deposit or advance payment to you less any outstanding charges.

## **Priority Assistance®**

We offer Priority Assistance, which is a service designed to help our residential customers, or people living at their home, who have a diagnosed life-threatening medical condition and whose life may be at risk without access to a fully operational fixed telephone service. If you believe you are eligible for this service you can apply on the application form available at <http://www.telstra.com.au/accessforeveryone/priorities.htm> or from Telstra Shops.

## Your personal information

Telstra's Privacy Statement (available at [http://www.telstra.com.au/privacy/privacy\\_statement.html](http://www.telstra.com.au/privacy/privacy_statement.html)) describes how your personal information is collected, used and disclosed (including for marketing purposes) and your rights in relation to accessing and correcting that information.

We may make standard credit information enquiries about you in connection with the supply of goods and services to you.

## Is my telephone number sent to other phones?

Some of our services automatically send your telephone number to other phones when you call or message them. You may ask us to block your number or activate blocking on your phone which will prevent your number appearing when you call. Your number cannot be blocked on messages (including Premium SMS messages) sent from your phone.

## Complaints

We aim to resolve all problems and complaints quickly and effectively. If you have any concerns, please visit a Telstra Shop or call on the numbers set out above under the heading "**Charges**" or on the number for billing enquiry set out on the top of your bill.

If you are not satisfied with the initial outcome of your complaint, it will be passed to a supervisor or manager who will then review your concern and the way it was handled. We have formal policies in place for how this is done.

If this still does not resolve your concern to your satisfaction, you may call our Customer Referral Centre on **FREECALLTM 1800 011 333\*** (voice) or **FREECALLTM 1800 033 433\*** (TTY).

The Telecommunications Industry Ombudsman (TIO) can also resolve disputes between you and us in relation to your telephone or BigPond service. The TIO is an independent body and offers a free service. The TIO describes itself as an office of last resort. It only takes up a complaint if you have first tried to resolve it with us.

The Office of Fair Trading (or similar) in your State or Territory may also investigate consumer complaints.

## Other formats/languages

This summary is accessible online at <http://www.telstra.com.au/customerterms/docs/summary.rtf> and also in large print, Braille and audiocassette from Telstra's Disability Enquiry Hotline by calling **FREECALLTM 1800 068 424\*** (Voice) or **FREECALLTM 1800 808 981\*** (TTY).

For assistance in the following community languages, please call Telstra on the appropriate number, 9am-5pm Monday to Friday, Australian Eastern Standard Time.

Arabic **FREECALLTM 1800 726 001\***

Cantonese **FREECALLTM 1800 677 008\***

Greek **FREECALLTM 1800 189 129\***

Indonesian **FREECALLTM 1800 429 432\***

Italian **FREECALLTM 1800 649 013\***

Korean **FREECALLTM 1800 773 421\***

Mandarin **FREECALLTM 1800 678 876\***

Spanish **FREECALLTM 1800 726 002\***

Vietnamese **FREECALLTM 1800 644 500\***

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Subject to change without notice.

\* A free call from most fixed phones.

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