

## Home and Mobile Cap & Office and Mobile Cap section

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# Our Customer Terms

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## Home and Mobile Cap & Office and Mobile Cap section

Certain words are used with the specific meanings set out below and in the General Terms of Our Customer Terms.

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### 1 About the Telstra Home and Mobile Cap & Office and Mobile Cap section

#### **Our Customer Terms**

- 1.1 This is the Telstra Home and Mobile Cap & Office and Mobile Cap section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms apply (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).

#### **Inconsistencies**

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in this section, then this section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of this section gives us the right to suspend or cancel your service, that right is in addition to our rights to suspend or cancel your service under the General Terms of Our Customer Terms.

#### **Service terms**

- 1.5 The Home and Mobile Cap and Office and Mobile Cap section involve special package pricing for certain of our fixed telephone services and mobile services. Where you take up one of these offers, the terms and conditions that apply to those other services (whether under another section of Our Customer Terms or otherwise agreed with you) continue to apply, except where different terms are set out in these terms.
- 1.6 Except where we clearly say so, nothing in this section is intended to affect any contract you have for any equipment or other services relating to your eligible services.

#### **Single Bill terms apply**

- 1.7 Our Single Bill terms and conditions apply to offers under this Home and Mobile Cap and Office and Mobile Cap section.

## Home and Mobile Cap & Office and Mobile Cap section

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### 2 Home and Mobile Cap

2.1 The Home and Mobile Cap (“Cap”) is available from 15 March 2006 until 31 March 2007.

2.2 The Cap is available to you if:

- (a) you are an existing Telstra customer and receive an individual invitation from us to take up the Cap (“existing customer”); or
- (b) you currently have either a fixed, mobile or internet service with a competitor of Telstra and agree to transfer that fixed, mobile or internet service to Telstra and connect to the Cap (“new customer”).

#### Eligibility

2.3 To be and remain eligible for the Cap you must:

- (a) have:
  - (i) one eligible Basic Telephone Service; and
  - (ii) a minimum of one and a maximum of three eligible mobile services on a \$20 Package Mobile Plan for 12 or 24 months; and
- (b) apply to have your eligible Basic Telephone Service and mobile services billed monthly on a Single Bill.

Eligible Basic Telephone Services are services on a HomeLine Plus or HomeLine Advanced plan, ISDN 2 Enhanced BusinessLine Complete plan (for consumer customers) or a Centel Plus service

#### Activation

2.4 Your Cap will not be activated unless you satisfy the eligibility criteria set out above.

#### Availability

2.5 You can only have one Cap on your account or Single Bill.

#### Determining your Cap

2.6 The number of eligible mobile services on your account when you apply for the Cap determines your initial cap start and cap end.

2.7 If you are a new customer, you can also increase the amount of the relevant cap end

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by \$40 if you have one Eligible Internet Service.

Eligible Internet Services are internet services on a \$20 or above BigPond Dial Up internet service, Broadband Satellite or ISDN service or a \$39.95 or above BigPond Broadband Cable or ADSL service.

### **Adding fixed telephone services to your Cap**

- 2.8 You can apply to add up to two more fixed telephone services to your Cap account at any time, provided that they are not connected to an eligible Basic Telephone Service. Additional fixed telephone services do not contribute to the cap start or share the cap end.
- 2.9 If you try to add more than one eligible Basic Telephone Service to your Cap, you must transfer the additional service to either a HomeLine Budget or HomeLine Complete Plan and it will not contribute to the cap start or share the cap end.
- 2.10 Some fixed telephone services are incompatible and cannot be added to a Cap account, including BusinessLine Plans, Incontact services, HomeLine Part, any wholesale services, Telstra staff discounts and ported exchange lines.

### **Adding mobile services to your Cap**

- 2.11 You can apply to have up to three eligible mobile services on your Cap at any time.
- 2.12 All eligible mobile services must be connected to a \$20 Package Mobile Plan for 12 or 24 months.
- 2.13 If you add another eligible mobile service to your Cap, you will be automatically moved to the Cap which applies to that number of services (described under "Charges" below) and your cap start and cap end will be adjusted. There may be a delay in upgrading your Cap, so if you require this change to take effect sooner, please contact us.

### **If you are no longer eligible**

- 2.14 If you no longer meet the eligibility requirements of the Cap we will cancel your Cap and tell you in a bill message that this has happened.
- 2.15 Your mobile service will remain on the \$20 Package Mobile Plan unless you contact us. At the end of your mobile fixed contract term, we may roll your mobile service(s) to any other current mobile plan that is reasonably comparable. We will tell you before this happens.

### **After your mobile contract term**

- 2.16 We reserve the right not to offer the Cap to you after the end of your mobile fixed

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contract term. At that time:

- (a) the cap benefits will be removed from your account;
- (b) your fixed telephone services will remain on your selected Basic Telephone Service plan;
- (c) we may move your mobile service(s) to any other current mobile plan that is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

### Minimum monthly commitment

2.17 Each month on the Cap you must pay:

- (a) the monthly line rental charge for your fixed telephone service(s);
- (b) the minimum monthly commitment (which includes up to \$20 eligible included calls) for each mobile service. Unused included calls expire each month;
- (c) charges for all eligible calls up to the cap start;
- (d) charges for all eligible calls made over the cap end;
- (e) charges for all non-eligible calls and other services you use, based on your standard Basic Telephone Service charges and \$20 Package Mobile Plan call charges;
- (f) monthly access fees and usage charges for your Eligible Internet Service, if applicable; and
- (g) all other charges for your services.

You must pay the minimum monthly commitment for each of your mobile services, even if you do not make \$20 of calls from that service in a month and even if calls you make from other Cap services reach the cap start.

### Cap benefits

2.18 Once the value of the eligible fixed and mobile calls you make in a month reaches your cap start, you do not have to pay for eligible calls made from your Cap services until the value of such calls reaches the cap end (“**cap benefit**”).

2.19 If you are an eligible existing customer, the cap start and cap end for each Cap are set out in the table below.

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Cap	Cap start for eligible calls		Cap end for eligible calls	
	GST excl.	GST incl.	GST excl.	GST incl.
1 Fixed & 1 Mobile	\$90.00	<b>\$99</b>	\$181.82	<b>\$200</b>
1 Fixed & 2 Mobiles	\$134.55	<b>\$148</b>	\$272.73	<b>\$300</b>
1 Fixed & 3 Mobiles	\$179.09	<b>\$197</b>	\$363.64	<b>\$400</b>

2.20 If you are an eligible new customer, the cap start and cap end for each Cap are set out in the table below.

Cap	Cap start for eligible calls		Cap end for eligible calls		Cap end for eligible calls with 1 eligible internet service added to the Cap	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
1 Fixed & 1 Mobile	\$71.82	<b>\$79</b>	\$181.82	<b>\$200</b>	\$218.18	<b>\$240</b>
1 Fixed & 2 Mobiles	\$116.36	<b>\$128</b>	\$272.73	<b>\$300</b>	\$309.09	<b>\$340</b>
1 Fixed & 3 Mobiles	\$160.91	<b>\$177</b>	\$363.64	<b>\$400</b>	\$400.00	<b>\$440</b>

2.21 Eligible calls include most national direct dial voice calls including calls to Australian fixed and mobile numbers, mobile originating text messages sent to an Australian destination, picture messages, fixed SMS and Mobile SMS, Talking Text calls, video calling, video MessageBank and video messages, calls to 0198 ISP POP and ISDN data calls, MessageBank diversion and retrieval charges and any other calls determined by us.

2.22 Some call types are excluded, including some calls to 12xx numbers, all data calls, operator assisted calls, value added service calls (0055), premium number calls (19xx), Wake Up and Reminder Calls, 1800 calls, international and international roaming calls, premium SMS, Sensis 1234, diverted calls, PocketNews, Memo, Reverse Charge calls, Dial It services, service calls and Push To Talk. See the Capped Package pricing brochure for details of call types excluded.

2.23 Unused cap calls and messages expire each month and cannot be used in the next monthly bill period.

### Order in which discounts applied to services

2.24 The cap benefits will be applied to services in the order in which they appear in our

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systems. You cannot change the order in which the cap benefits apply or the services appear in our systems.

### Call charges - fixed telephone services

- 2.25 Details of charges for eligible Basic Telephone Services on the Home and Mobile Cap are set out in [Part B – HomeLine Plans of the Basic Telephone Service section of Our Customer Terms](#).

### Call charges - mobile services

- 2.26 We charge you the following charges for Cap mobile services.
- 2.27 Included calls cannot be used for premium number calls (19xx), and some 12xxx calls. Any unused included calls expire each month.
- 2.28 The charges for MessageBank calls are set out in [Part F – Managing Calls of the Telstra Mobile section of Our Customer Terms](#).

<b>\$20 Package Mobile Plan</b>		
	<b>GST excl.</b>	<b>GST incl.</b>
Minimum Monthly Commitment	\$18.18	<b>\$20</b>
Included national direct dial voice and MessageBank calls per complete month (otherwise pro-rated)	\$18.18	<b>\$20</b>
National direct dial voice call charges – at all times – to Telstra mobile services - per 30 second block or part thereof	33.64¢	<b>37¢</b>
National direct dial voice call charges – at all times- to non-Telstra mobile services and any fixed services – per 30 second block or part thereof	38.18¢	<b>42¢</b>
Connection fee for calls to an Australian fixed or mobile number	27.27¢	<b>30¢</b>

### Additional included mobile calls

- 2.29 If you connect a new eligible mobile service before the Cap has been activated on your account, you will receive up to \$180 of additional included calls per complete month (otherwise pro-rated) until the Cap has been activated or for two months



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from the date of your application, whichever is earlier. Any unused included calls will expire.

### Mobile Repayment Option

- 2.30 Eligible \$20 Package Mobile Plan customers may apply for a Mobile Repayment Option. The Mobile Repayment Option terms and conditions are set out in [Part C - Special Promotions of the Telstra Mobile Section of Our Customer Terms](#).

### Removing services from the Cap

- 2.31 You can ask us to remove any service from your Cap at any time by calling our Customer Support Centre or telling us in writing.
- 2.32 If you do so, your cap start and cap end will not be reduced but the cap benefits will stop applying to the removed service. You will need to contact us if you wish to move to a lower Cap.
- 2.33 If the removal of the service means you no longer have sufficient services to remain eligible for the Cap for your remaining services, we will cancel your Cap and tell you in a bill message that this has happened.
- 2.34 Your mobile service will remain on the \$20 Package Mobile Plan unless you contact us. At the end of your mobile fixed contract term, we may roll your mobile service(s) to any other current mobile plan that is reasonably comparable. We will tell you before this happens.

### Cancelling your Cap

- 2.35 You can cancel your Home and Mobile Cap at any time by calling our Customer Support Centre or telling us in writing.

### Cancelling mobile services

- 2.36 You may deactivate your eligible mobile service or move to a pre-paid or plan without a fixed contract term, at any time during your mobile fixed contract term.
- 2.37 However, you must pay an early termination charge (ETC) if, at any time during your contract term:
- (a) you cancel your mobile service (other than as a result of our material breach); or
  - (b) we cancel your mobile service because you are in material breach or because of exceptional circumstances (such as excessive or unusual use, you become

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bankrupt or we reasonably consider you pose an unacceptably high credit risk); or

- (c) you take up a pre-paid plan, a plan without a fixed contract term, or a plan with a lower minimum monthly spend.

2.38 The amount of the ETC is calculated as follows:

$$\text{ETC payable} = \frac{\text{Base ETC} \times \text{Number of months (or part thereof) remaining in your mobile contract term}}{\text{Number of months remaining in the contract term}}$$

2.39 The Base ETC is the maximum payable and declines over the contract term. The Base ETC for this plan for 12 month plans is \$85 and for 24 month plans is \$135.

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### 3 Capped Package

3.1 The Home and Mobile Cap and Office and Mobile Cap (“Capped Package”) is available until 1 December 2005, unless extended by us. . On and from 2 December 2005 until 31 March 2006, the Capped Package is available only if you receive an individual invitation from us to take up the Capped Package.

#### Eligibility

3.2 To be and remain eligible for the Capped Package you must:

- (a) have:
  - (i) one eligible Basic Telephone Service; and
  - (ii) a minimum of one and a maximum of three eligible mobile services on a \$30 Package Mobile Plan for 12 or 24 months; and
- (b) apply to have your eligible services billed monthly on a Single Bill.

Eligible Basic Telephone Services for the Home and Mobile Cap are services on a HomeLine Advanced plan or ISDN 2 Enhanced BusinessLine Complete plan (for consumer customers).

Eligible Basic Telephone Services for the Office and Mobile Cap are services on a BusinessLine Plus, ISDN 2 BusinessLine Complete, ISDN 2 Enhanced BusinessLine Plus or an ISDN2 Enhanced BusinessLine Complete plan (for customers that are not consumer customers).

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### **Activation**

- 3.3 Your Capped Package will not be activated unless you satisfy the eligibility criteria set out above.

### **Availability**

- 3.4 You can only have one Capped Package on your account or Single Bill.

### **Determining your Capped Package**

- 3.5 The number of mobile services on your account when you apply for the Capped Package determines your initial cap start and cap end.

### **Adding fixed telephone services to your Capped Package**

- 3.6 You can apply to add up to nine more fixed telephone services to your Capped Package account at any time, provided that they are not connected to an eligible Basic Telephone Service. Additional fixed telephone services do not contribute to the cap start or share the cap end.
- 3.7 If you try to add more than one eligible Basic Telephone Service to your Capped Package, the additional service will be transferred to a HomeLine Plus plan (if you are on a Home and Mobile Cap) or a BusinessLine Complete plan (if you are on an Office and Mobile Cap) and it will not contribute to the cap start or share the cap end.
- 3.8 Some fixed telephone services are incompatible and cannot be added to a Capped Package account, including Incontact services, HomeLine Part, BusinessLine Part, any wholesale services, Telstra staff discounts and ported exchange lines.

### **Adding mobile services to your Capped Package**

- 3.9 You can apply to have up to three eligible mobile services on your Capped Package at any time.
- 3.10 All eligible mobile services must be connected to a \$30 Package Mobile Plan for 12 or 24 months.
- 3.11 If you add another eligible mobile service to your Capped Package, you will be automatically moved to the Capped Package which applies to that number of services (described under “Charges” below) and your cap start and cap end will be adjusted. There may be a delay in upgrading your Capped Package, so if you require this change to take effect sooner, please contact us.

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### **If you are no longer eligible**

- 3.12 If you no longer meet the eligibility requirements of the Capped Package we will cancel your Capped Package and tell you in a bill message that this has happened.
- 3.13 Your mobile service will remain on the \$30 Package Mobile Plan unless you contact us. At the end of your mobile fixed contract term, we may roll your mobile service(s) to any other current mobile plan that is reasonably comparable. We will tell you before this happens.

### **After your mobile contract term**

- 3.14 We reserve the right not to offer the Capped Package to you after the end of your mobile fixed contract term. At that time:
- (a) the cap benefits will be removed from your account;
  - (b) your fixed telephone services will remain on your selected Basic Telephone Service plan;
  - (c) we may move your mobile service(s) to any other current mobile plan that is reasonably comparable or require you to move to any other current plan.

We will tell you before this happens.

### **Minimum monthly commitment**

- 3.15 Each month on the Capped Package you must pay:
- (a) the monthly line rental charge for your fixed telephone service/s;
  - (b) the minimum monthly commitment (which includes up to \$30 eligible included calls) for each mobile service. Unused included calls expire each month;
  - (c) charges for all eligible calls up to the cap start;
  - (d) charges for all eligible calls made over the cap end;
  - (e) charges for all non-eligible calls and other services you use, based on your standard Basic Telephone Service charges and \$30 Package Mobile Plan call charges; and
  - (f) all other charges for your eligible services.

You must pay the minimum monthly commitment for each of your mobile services, even if you do not make \$30 of calls from that service in a month and even if calls you make from other Capped

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Package services reach the cap start.

### Cap benefits

- 3.16 Once the value of the eligible fixed and mobile calls you make in a month reaches your cap start, you do not have to pay for eligible calls made from your Capped Package services until the value of such calls reaches the cap end (“**cap benefit**”).
- 3.17 The cap start and cap end for each Capped Package are set out in the table below.

Capped Package	Cap start for eligible calls		Cap end for eligible calls	
	GST excl.	GST incl.	GST excl.	GST incl.
1 Fixed & 1 Mobile	\$90.00	<b>\$99</b>	\$454.55	<b>\$500</b>
1 Fixed & 2 Mobiles	\$162.73	<b>\$179</b>	\$636.36	<b>\$700</b>
1 Fixed & 3 Mobiles	\$235.45	<b>\$259</b>	\$818.18	<b>\$900</b>

- 3.18 Eligible calls include most national direct dial voice calls including calls to Australian fixed and mobile numbers, text messages, picture messages, fixed SMS and Mobile SMS, Talking Text calls, some 12 and 13 calls, calls to 0198 ISP POP and ISDN data calls, MessageBank diversion and retrieval charges and any other calls determined by us.
- 3.19 Some call types are excluded, including all data calls, some calls to 12xx, operator assisted calls, value added service calls (0055), premium number calls (19xx), Wake Up and Reminder Calls, 1800 calls, international and international roaming calls, premium SMS, Sensis 1234, diverted calls, PocketNews, Memo, Reverse Charge calls, Dial It services and Push To Talk. See the Capped Package pricing brochure for details of call types excluded.
- 3.20 Unused cap calls and messages expire each month and cannot be used in the next monthly bill period.

### Order in which discounts applied to services

- 3.21 The cap benefits will be applied to services in the order in which they appear in our systems. You cannot change the order in which the cap benefits apply or the services appear in our systems.

### Call charges - fixed telephone services

- 3.22 Details of charges for eligible Basic Telephone Services on the Home and Mobile Cap are set out in [Part B – HomeLine Plans of the Basic Telephone Service section](#)

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[of Our Customer Terms.](#)

- 3.23 Details of charges for eligible Basic Telephone Services on the Office and Mobile Cap are set out in [Part D - Business Phone Plans of the Basic Telephone Service section of Our Customer Terms.](#)

### Call charges - mobile services

- 3.24 We charge you the following charges for Capped Package mobile services.
- 3.25 Included calls cannot be used for SMS, MMS, BigPond Mobile Services, data, international calls, PocketNews, Memo, premium number calls (19xx), 1800 numbers, satellite calls, and some 12xxx calls not specified below. Any unused included calls expire at the end of each month.
- 3.26 The charges for MessageBank calls are set out in [Part F – Managing Calls of the Telstra Mobile section of Our Customer Terms.](#)

<b>\$30 Package Mobile Plan</b>		
	<b>GST excl.</b>	<b>GST incl.</b>
Minimum Monthly Commitment	\$27.27	<b>\$30</b>
Monthly included national direct dial voice and MessageBank calls	\$27.27	<b>\$30</b>
National direct dial voice call charges – at all times – per 30 second block or part thereof	31.8182¢	<b>35¢</b>
Connection fee for calls to an Australian fixed or mobile number	24.55¢	<b>27¢</b>

### Additional included mobile calls

- 3.27 If you connect a new eligible mobile service before the Capped Package has been activated on your account, you will receive up to \$170 of additional included calls per month until the Capped Package has been activated or for two months from the date of your application, whichever is earlier.

### Mobile Repayment Option

- 3.28 Eligible \$30 Package Mobile Plan customers may apply for a Mobile Repayment Option. The Mobile Repayment Option terms and conditions are set out in [Part C -](#)

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### [Special Promotions of the Telstra Mobile Section of Our Customer Terms.](#)

#### **Removing services from the Capped Package**

- 3.29 You can ask us to remove any service from your Capped Package at any time by calling our Customer Support Centre or telling us in writing.
- 3.30 If you do so, your cap start and cap end will not be reduced but the cap benefits will stop applying to the removed service. You will need to contact us if you wish to move to a lower Capped Package.
- 3.31 If the removal of the service means you no longer have sufficient services to remain eligible for the Capped Package for your remaining services, we will cancel your Capped Package and tell you in a bill message that this has happened.
- 3.32 Your mobile service will remain on the \$30 Package Mobile Plan unless you contact us. At the end of your mobile fixed contract term, we may roll your mobile service(s) to any other current mobile plan that is reasonably comparable. We will tell you before this happens.

#### **Cancelling your Capped Package**

- 3.33 You can cancel your Home and Mobile Cap at any time by calling our Customer Support Centre or telling us in writing.

#### **Cancelling mobile services**

- 3.34 You may deactivate your Telstra mobile service or move to a pre-paid or plan without a fixed contract term, at any time during your mobile fixed contract term.
- 3.35 However, you must pay an early termination charge (ETC) if, at any time during your contract term:
- (a) you cancel your mobile service (other than as a result of our material breach); or
  - (b) we cancel your mobile service because you are in material breach or because of exceptional circumstances (such as excessive or unusual use, you become bankrupt or we reasonably consider you pose an unacceptably high credit risk); or
  - (c) you take up a pre-paid, casual or other non-approved plan.

The amount of the ETC is set out in your application form.

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### 4 General

#### Special offers and discounts

- 4.1 Offers under this Home and Mobile Cap and Office and Mobile Cap section are is not compatible with other discounts or packages, such as Telstra Reward Options. Any special offers, discounts, capped charges or promotions we may offer only apply to your Capped Package services if we specifically say so.
- 4.2 Any incompatible discounts or packages will be removed from your Capped Package when it is activated.

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### 5 Special meanings

- 5.1 This section needs to be read in conjunction with those parts of Our Customer Terms and other terms and conditions that relate to your eligible services. Various names for particular kinds of customers, services, call types, pricing packages and discount offers are defined in those sections and have the same meaning here. Words defined in the General Terms or the Telstra Mobile Service section or Basic Telephone Service section of Our Customer Terms have the same meaning in this section.

To see other sections of Our Customer Terms, – home and family customers click [here](#); business and government customers [click here](#).