

# **OUR CUSTOMER TERMS CONSUMER GENERAL TERMS**

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# OUR CUSTOMER TERMS

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### 1 ABOUT OUR CUSTOMER TERMS

#### What is "Our Customer Terms"?

- 1.1 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 you and we must comply with Our Customer Terms unless you and we have agreed differently.
- 1.2 "Our Customer Terms" sets out our standard customer terms. It is divided into several sections:
- (a) these Consumer General Terms - which apply to all consumer services when acquired by consumer customers; and
  - (b) Small Business General Terms - which apply to all small business customers; and
  - (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 consumer customer?

- 1.3 You will be a consumer customer (and these Consumer General Terms will apply to you) if:
- (a) your service is of a kind ordinarily acquired for personal, domestic or household use; and
  - (b) you are using your service for the primary purpose of personal, domestic or household use.

#### Reference to General Terms

- 1.4 In relation to any particular service, if these Consumer 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 Consumer General Terms.

#### Inconsistencies

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

### 2 BECOMING A 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

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- (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.

#### Connecting your service

2.4 We try to connect some services within particular timeframes. For other services, we try to connect your service within a reasonable time. For more information, please visit the Legislated Customer Service Guarantee for Standard Telephone Services page at [www.telstra.com.au/consumer-advice/customer-service/customer-service-guarantee](http://www.telstra.com.au/consumer-advice/customer-service/customer-service-guarantee).

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.

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.

#### Assignment by us

2.9 We can assign, novate or transfer our rights, benefits, obligations and/or liabilities under Our Customer Terms to another person (**Incoming Party**) provided that:

- (a) the Incoming Party is a related body of us, or is a company of substance;
- (b) the Incoming Party will assume those rights, benefits, obligations and/or liabilities;

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- (c) your rights and the services provided to you under Our Customer Terms will not be prejudiced as a result of the assignment, novation or transfer;
- (d) the assignment, novation or transfer is occurring as part of a sale of our business or business restructure; and
- (e) we have given you 30 days' prior notice of any such novation, assignment or transfer.

2.10 You must accept performance by the Incoming Party in place of performance by us.

### **3 USING YOUR SERVICE**

#### **Our aim of providing continuous and fault-free services**

3.1 We will use due care and skill in providing our services and will provide our service in accordance with Our Customer Terms. There may also be other non-excludable statutory guarantees, implied conditions or warranties under consumer protection laws that cannot be excluded which may apply to services we supply. 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.

#### **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 [www.telstra.com.au/consumer-advice/customer-service](http://www.telstra.com.au/consumer-advice/customer-service).

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 fee-for-service charges for repairing the fault. We will tell you the amount of the call-out fee and the 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 Telstra to arrange for your mobile service to be suspended if for example, 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

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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 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**

- 3.8 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.

### **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 stops.

### **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 [www.acma.gov.au](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.

## **4 CHANGING OUR CUSTOMER TERMS (GENERAL)**

- 4.1 This clause 2 applies to any you acquire from us, other than Pre-Paid mobile services, and Home Broadband, Home Phone or Telstra Voice services acquired after 25 June 2019 and Post-Paid Mobile services acquired after 1 July 2020.

- 4.2 We can change 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.

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### **Changes we can cannot make without your consent**

- 4.3 If you entered into a fixed term contract from 15 September 2017, we can only change the monthly access charge, minimum monthly charge, device repayment amounts or early termination charge during the term of your fixed term contract by getting your consent. This clause does not apply to third-party charges relating to your service which we incur and choose to pass-through to you, or are required to pass-through to you.
- 4.4 In this clause 4, you are a "fixed term" customer if you have acquired your service on a fixed length contract for a minimum contract term and there is an early termination charge if your service is cancelled before the end of that term. You are not a "fixed term" customer if you acquire your service on a month by month basis or for a minimum contract term but there is no early termination charge.

### **Changes we can make immediately without telling you**

- 4.5 We can change Our Customer Terms immediately without telling you if we reasonably consider the change is likely to:
- (a) benefit you; or
  - (b) have a neutral impact on you.

### **Changes we can make by telling you at least 3 days before**

- 4.6 We can change Our Customer Terms by telling you at least 3 days beforehand if we reasonably consider the change is likely to have a minor detrimental impact on you.
- 4.7 You can cancel your service on Fair Terms if you are a fixed term customer and you can demonstrate that the change has more than a minor detrimental impact on you.

### **Urgent changes**

- 4.8 We can make urgent changes to Our Customer Terms that are:
- (a) required by law; or
  - (b) necessary for security reasons, to prevent fraud or for technical reasons,
- by telling you at least 3 days before the changes, or if we are unable to do so, by giving as much notice as we reasonably can.

### **Changes we can make by telling you at least 30 days before**

- 4.9 We can change Our Customer Terms by telling you at least 30 days beforehand if we reasonably consider that it has more than a minor detrimental impact on you.
- 4.10 You can cancel your service on Fair Terms within 42 days of us telling you of the change if you are a fixed term customer.

### **When we reasonably consider that a change impacts you**

- 4.11 In this clause 4, in determining whether we reasonably consider that a change is likely to have a detrimental impact on you, we will take into account whether:
- (a) you have used, or been billed for, the affected service in the last 6 months;

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- (b) the service is an optional 'add-on' or 'value add' service that you have acquired in the past; and
- (c) the service is a 'once-off service' and we reasonably determine that you are likely to acquire the service in future.

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

4.12 In this clause 4, if you cancel your service on "Fair Terms" you will only incur the following fees and charges:

- (a) usage and other charges up to the cancellation date;
- (b) installation fees; and
- (c) cost of equipment we have provided to you that you have not paid us for where the equipment can be used with another service provider.

4.13 If you have paid upfront costs for equipment that cannot be used with another service provider and you cancel your service on "Fair Terms", we will refund those costs according to the 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**

4.14 We can tell you about changes to Our Customer Terms by any method we consider reasonable in the circumstances, including: bill message, bill insert, direct mail, email, SMS/MMS, the My Telstra App or our other mobile apps, online account management tools (such as My Account or Your Telstra Tools), or telephone. We may use these methods to direct you to further information about the changes, such as on Telstra.com or at a Telstra Shop.

## **5 CHANGING OUR CUSTOMER TERMS (HOME BROADBAND, HOME PHONE, TELSTRA VOICE AND POST-PAID MOBILE)**

5.1 This clause 5 applies to any:

- (a) Home Broadband, Home Phone or Telstra Voice Plans you took up on or after 25 June 2019; or
- (b) Telstra Mobile Plans you took up on or after 1 July 2020.

#### **Our right to change our terms**

5.2 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.

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### Changes we can make immediately without telling you

- 5.3 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.

### Changes we can make by telling you at least 30 days before

- 5.4 We can change Our Customer Terms by telling you at least 30 days beforehand if we reasonably consider that it has more than a detrimental impact on you.
- 5.5 If you don't like the change, you may change to another plan or add on, or cancel your plan or add on. If you cancel your plan or add on, and:
- (a) you've purchased a device/s that can be used with another provider, you will need to pay out your device in full (and any device discounts you've received will apply to that payment); or
  - (b) you've purchased a device/s that can't be used with another service provider, we'll refund those costs as follows:  
  
$$\text{Upfront equipment cost} \times (24 - \text{number of months spent continuously on the plan or add on}) / 24 \text{ months}$$

### When we reasonably consider that a change impacts you

- 5.6 In this clause 4, in determining whether we reasonably consider that a change is likely to have a detrimental impact on you, we will take into account whether:
- (a) you have used, or been billed for, the affected service in the last 6 months;
  - (b) the service is an optional 'add-on' or 'value add' service that you have acquired in the past; and
  - (c) the service is a 'once-off service' and we reasonably determine that you are likely to acquire the service in future.

### How we can tell you about the changes

- 5.7 We can tell you about changes to Our Customer Terms by any method we consider reasonable in the circumstances, including bill message, bill insert, direct mail, email, SMS/MMS, the My Telstra App or our other mobile apps, online account management tools (such as My Account or Your Telstra Tools), or telephone. We may use these methods to direct you to further information about the changes, such as on Telstra.com or at a Telstra Shop.

## 6 CHANGING OUR CUSTOMER TERMS (PRE-PAID)

- 6.1 This clause 6 applies to any Pre-Paid services you acquire from us.



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### Our right to change our terms

6.2 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 we can make immediately without telling you

6.3 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.

### Changes we can make by telling you at least 3 days before

6.4 We may make a change to our Customer Terms by giving you at least 3 days notice in advance of the change if you are affected by the change and:

- (a) we reasonably consider that a change is likely to have a minor detrimental impact on you;
- (b) the change is to increase an existing charge or to introduce a new charge where that charge is a tax imposed by law;
- (c) we increase the charges for international services and international roaming services;
- (d) 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.

### Changes we can make with at least 10 days notice

6.5 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.

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### **Urgent changes**

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

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

We will try to tell you three days before the change if you are affected by the change. 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**

6.7 If we make a change to Our Customer Terms and the change is not of a type described in clauses 6.3 to 6.6 above, if you are affected by the change, we notify you a reasonable time (but at least 30 days) before the change, so if you who still have credit in a service that will be affected by the change, you will have a reasonable opportunity to use up any pre-paid credit before the change.

### **Who we consider to be affected customers**

6.8 For the purpose of this clause 6, we consider a customer to be affected by a change if that customer still has credit in the service affected by the change or is in a recharge only period in relation to that service, 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**

6.9 We can tell you about changes to Our Customer Terms by any method we consider reasonable in the circumstances, including bill message, bill insert, direct mail, email, SMS/MMS, the My Telstra App or our other mobile apps, online account management tools (such as My Account or Your Telstra Tools), or telephone. We may use these methods to direct you to further information about the changes, such as on Telstra.com or at a Telstra Shop.

## **7 CHARGES AND PAYMENT**

### **Charges**

7.1 Our Customer Terms set out the charges you must pay us for your services. Sometimes you have to pay a particular charge in advance.

7.2 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**

7.3 We issue bills for charges for your services regularly.

7.4 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 Telecommunications Consumer Protections Code.

7.5 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

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that a charge is payable unless they are shown to be incorrect.

#### Bill Format

- 7.6 Our bills are available in the following formats:
- (a) **Email Bill:** Receive a summary or detailed bill by email in PDF format. Not available with Paper Bill.
  - (b) **Online Billing:** Register for My Account to view your bill online on telstra.com. Available on its own, or with Paper Bill or Email Bill.
  - (c) **Paper Bill:** Receive a summary or detailed paper bill in the mail. Not available with Email Bill.
- 7.7 You can change the format of your bill by changing your billing preference online in My Account at telstra.com, 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.
- 7.8 If you receive a summary Paper Bill, detailed billing information will be available electronically in My Account on telstra.com 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.
- 7.9 The following terms apply to **Email Bill** and **Online Billing**, as indicated:
- (a) We will use our best endeavors to deliver your Email Bill to the email address you nominated. If we cannot deliver your Email Bill to that email address, we may contact you to request that you update your email address.
  - (b) Provided 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.
  - (c) You must:
    - (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 to 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 selected Online Billing, regularly check [www.telstra.com](http://www.telstra.com) for your delivered Online Bills and other billing notices.

#### Credit card payments

- 7.10 If your bill is paid by credit card, we can charge you a credit card payment processing fee.

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Refer to your bill for the amount of the fee

### **Credit Card Payment Processing Fee Exemptions**

- 7.11 Your bill payments will be exempt from the credit card payment processing fee if you register your eligible pensioner concession card details with Telstra. For a listing of eligible pensioner concession cards, see the Home Telephone Discounts section of the Basic Telephone Service Section of Our Customer Terms at [www.telstra.com.au/customer-terms/home-family#home-phone](http://www.telstra.com.au/customer-terms/home-family#home-phone).
- 7.12 As part of the registration process for this exemption you have to give us:
- (a) your name, date of birth and postcode; and
  - (b) your customer reference number for Centrelink or the Department of Veterans' Affairs (DVA), as applicable.

By registering, you consent to us disclosing those details to Centrelink or DVA from time to time to determine whether you have a valid pensioner concession card. If you revoke this consent, you are not entitled to receive or retain any exemption from the credit card payment processing fee.

- 7.13 You must tell us if your circumstances change, as you may no longer be eligible for a payment fee exemption if that happens.
- 7.14 Your bill payments will be exempt from the credit card payment processing fee for so long as you rent a product under our Disability Equipment Program or are registered for a Telstra Disability Service.

### **Late or dishonoured payments**

- 7.15 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.
- 7.16 We can also restrict, suspend or cancel your services, provided we comply with our rights to cancel or suspend your service set out in Our rights to cancel or suspend your services and elsewhere in Our Customer Terms.
- 7.17 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**

- 7.18 If you have an account with a fixed service affected by the ACT Government Utilities Tax at an address within the ACT Government area including the Jervis Bay area of NSW, we may charge you an ACT Government Utilities Tax Charge. You can contact us to determine whether you have an affected fixed service.
- 7.19 The ACT Government Utilities Tax Charge is applied to each account, even if you have more than one of the affected services on each account. This charge may change over time (at the direction of the ACT Government) but we will tell you beforehand in accordance with these Consumer General Terms if there is any change to the amount you are charged for the ACT

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Government Utilities Tax Charge on your bill.

- 7.20 We assess whether or not to charge you the ACT Government Utilities Tax Charge each year, based on whether you have any of the relevant affected services on 31 March of that year. If you do, we charge you the ACT Government Utilities Tax Charge each month starting in the July billing period following each 31 March assessment date.
- 7.21 See [www.telstra.com.au/small-business/online-support/category/account-billing/billing/understanding-the-act-government-utilities-tax-charge](http://www.telstra.com.au/small-business/online-support/category/account-billing/billing/understanding-the-act-government-utilities-tax-charge) to obtain a full list of postcodes which are affected by the ACT Government Utilities Tax Charge.

#### **Adjustments**

- 7.22 We can round charges up or down to the nearest whole cent (0.5 cents 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.
- 7.23 We can pay you amounts we owe you by deducting them from amounts you owe us.
- 7.24 If we require you to pay any charges in advance (e.g., monthly access charge) and they are varied or the service is cancelled, we refund you any overpayment and you have to pay us any underpayment.
- 7.25 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**

- 7.26 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.
- 7.27 We will issue a tax invoice to you for any supply on which GST is imposed.

## **8 YOUR RIGHTS TO CANCEL OR SUSPEND YOUR SERVICE**

#### **Choosing to cancel your service**

- 8.1 You can cancel your service at any time by telling us beforehand. We can ask you to put your request in writing. However, if you cancel before the end of any fixed term for your service, we can charge you the applicable early termination charge. 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.
- 8.2 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**

- 8.3 You can cancel your service at any time if:

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- (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**

8.4 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**

8.5 If you cancel your service under this clause, we will refund to you any unused portion of your monthly access charge 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.

## **9 OUR RIGHTS TO CANCEL OR SUSPEND YOUR SERVICE**

### **Choosing to cancel your service - casual customers**

*You will be a casual customer if you are acquiring your service on a month by month basis or on a fixed length contract for a minimum term but there is no early termination charge if your service is cancelled before the end of that term.*

9.1 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.

### **Choosing to cancel your service - fixed length contract customers**

*In this clause 9.2, you will also be a fixed term customer if you are a pre-paid customer.*

9.2 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

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- (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.

- 9.3 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 network, we will terminate your service and your access to existing networks. No early termination charge will be charged in these circumstances.

#### **Material breach by you**

- 9.4 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
  - (c) the breach is something which cannot be remedied (in which case we can cancel the service immediately by telling you).
- 9.5 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
    - (i) use your service this way is also a breach that cannot be remedied; or
  - (c) breach your obligations under our FairPlay Policy.
- 9.6 We can charge you the applicable early termination charge if you are a fixed term 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**

- 9.7 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.

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#### Our other rights to cancel, suspend or restrict your service

- 9.8 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.

- 9.9 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.*

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

- 9.11 We may cancel, suspend or restrict your service if we reasonably believe:



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- (a) Your behaviour towards us or our representatives has been verbally or physically abusive, threatening or inappropriate, or amounts to bullying or harassment; or
- (b) You have made multiple complaints without a reasonable basis for doing so and you continue to make such complaints after we have asked you to stop.

#### **Maintenance and repair work**

9.12 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 network, we are relying on nbn co to determine the times for this work and to provide us with information about the nbn network. 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 supply your service, we will not charge you any early termination charge.

#### **Refund of prepayments**

9.13 If we cancel your service under this clause, we will refund to you any unused portion of your monthly access charge 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.

#### **If you use your Service for business purposes**

- 9.14 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 within 30 days. If you do not agree to move to a business service or do not change your usage to a level we reasonably consider to be consistent with using your service for personal use within 30 days of our notice, we can then cancel your service and charge you any applicable early termination charge.
- 9.15 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.
- 9.16 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.

## **10 OUR LIABILITY TO YOU**

### **Terms applying to your service**

- 10.1 Your service is supplied:
- (a) on the terms and conditions expressly set out in the application form you used to apply for your service (or that were disclosed to you when you applied for your

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service) and in Our Customer Terms; and

(b) subject to non-excludable rights under consumer protection laws.

No other terms or rights apply.

### **Liability and excluded types of loss**

10.2 If our services are used by you in pursuit of financial gain (such as to conduct share trading), it is very important that you have an alternative means of communication available and do not solely rely on our services.

10.3 Concerning our liability to you:

(a) except as set out in the paragraphs below, we accept our liability to you for breach of contract or negligence under the principles applied by the courts and for breach of any non-excludable rights under consumer protection laws;

(b) as your service is provided to you for the primary purpose of personal, domestic or household use, we do not accept liability to you for losses that result from the use of your service in connection with the conduct of a business. However, we will accept that liability if it cannot be excluded under any legislation. If that liability cannot be excluded but can be limited under any legislation, we limit our liability to resupplying, repairing or replacing the relevant goods or services (or payment of the cost of resupply, repair or replacement) where it is fair and reasonable to do so;

(c) we are not liable for any loss to the extent that it is caused by you (for example, through your negligence or breach of contract);

(d) we are not liable for any loss to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss; and

(e) we are not liable for any loss caused by us failing to comply with our obligations in relation to your service where that is caused by events 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).

(f) the liability we accept to you under this clause 10.3 includes liability for our agents according to the principles of vicarious liability at common law.

### **After cancellation or suspension**

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

## **11 YOUR LIABILITY TO US**

### **Liability and excluded types of loss**

11.1 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**

11.2 These provisions relating to liability will continue unaffected by cancellation or suspension of

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your service.

### 12 TELEPHONE NUMBERS AND PINS

- 12.1 The Telecommunications Numbering Plan contains obligations that we must comply with in relation to the use of numbers (such as rules for issuing, transferring, recovering and changing telephone numbers). When we issue you with a number, certain rights of use arise. You can obtain more about our obligations and other information in the Telecommunications Number Plan.

### 13 ACCESSING YOUR PREMISES

#### When we can access your premises

- 13.1 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 9.
- 13.2 You owe us the value of our equipment as a debt due if we cannot access your premises to recover it.
- 13.3 Where your service is provided on the nbn network, you agree to also provide nbn co with safe access to your premises:
- (a) for the purposes set out in clause 13.1;
  - (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 network is cancelled.

#### Owner's permission

- 13.4 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.

### 14 SECURITY

- 14.1 Our acceptance of any form of security or advance payment does not affect any other terms of Our Customer Terms.

### 15 PRIVACY

- 15.1 We collect, use and disclose personal information as set in our Privacy Statement at [www.telstra.com/privacy](http://www.telstra.com/privacy).

### 16 OTHER MATTERS

- 16.1 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

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remaining terms continue to have full effect.

### 17 SPECIAL MEANINGS

#### 17.1 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.

**Disability Equipment Program** means the program under which we provide customers who have a disability and are unable to use a standard telephone handset, with specialised telephone equipment to access the standard telephone service.

**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 Consumer 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 or messages are sent in a short period of time, or where an unusually large volume of calls are made or messages are sent, particularly to premium-rate or international services).

**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, provisional liquidator or liquidator appointed to you.

**nbn network** 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.

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**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.

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

- (a) government and non-government schools, pre-schools, kindergartens and child-care centres; and
- (b) 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.

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

**Telstra Disability Service** means Directory Assistance Helpline, Braille Bill or Call Connect Fee Exemption.

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

**you** means the customer.