



# Standard Form of Agreement (SFOA)

---

## **IPTelco STANDARD FORM OF AGREEMENT (SFOA)**

### **1. OUR AGREEMENT WITH YOU**

By entering into this standard customer agreement ("SFOA"), you contract with us for the supply of Services, Equipment, Software and Maintenance as relevant to you. This SFOA has been filed with the ACMA and is a standard form of agreement for the purposes of Part 23 of the Act. You may request us to supply the Services, Equipment, Software and Maintenance to you in a manner accepted by us from time to time which may include completing and providing to us our relevant approved service application form which may also be described as your Customer Contract ("Application"). If you complete a written Application we may accept and rely on, and you will be bound by, a facsimile copy or an electronic copy (from you by email) or a voice authorization of your Application as if it were an original. As described in your Application, you can acquire Services, Equipment, Software and Maintenance either:

- 1.1.1 as a Package - by which you will enter into one or more separate contracts with us; or
- 1.1.2 by entering into a separate contract with us for the supply of Services - as described in the other Parts of this SFOA. This SFOA is structured as follows:
  - 1.1.3 clauses 1 to 20 comprise the General Terms. The General Terms apply to each Part of your agreement with us, as relevant to you;
  - 1.1.4 the other Parts specify the terms and conditions that apply to the various Services available to you; and
  - 1.1.5 the following documents are expressly incorporated into this SFOA:
    - Application
    - Rate Sheet
    - Customer Service Guarantee
    - Privacy Policy
    - Acceptable Use Policy
    - Fair Use Policy
    - Financial Hardship Policy
    - Customer Complaints Policy

This SFOA is not legally binding on us until we accept your Application, except that we may undertake credit checking and use information supplied by you in accordance with clause 7 and 8, and we may process your Application and prepare to activate the Services, order required Purchase Equipment (if any), order required Data & Internet Services Related Equipment (if any) or order required Voice Services Related Equipment. If your Application is refused or cancelled, we may charge you an amount equal to our costs for this work. Your Application will be deemed to be accepted by us at the earlier of the date that your Services are activated, any Purchase Equipment is ordered, any Data & Internet Services Related Equipment is ordered or any Voice Services Related Equipment is ordered. If you require assistance reading or understanding any part of this SFOA, you may contact:

- 1.1.6 our customer assistance line on the number specified on the Application Form and on our webpage;
- 1.1.7 the National Relay Service (NRS) on 13 36 77; or
- 1.1.8 the Translating & Interpreting Service (TIS) on 13 14 50;

### **2. PROVISION OF SERVICES AND EQUIPMENT**

2.1 We will provide you with the Services nominated, or reasonably assumed to be nominated by you in your Application and other services we may agree in writing to provide to you from time to time, on the terms of this SFOA.

2.2 We will provide you with the Equipment nominated, or reasonably assumed to be nominated, by you (if any) in your Application and other Equipment that we may agree in writing to provide to you from time to time, on the terms of this SFOA.

2.3 Equipment, Maintenance and Software is only available to you if you nominate Voice Services, Data & Internet Services, Mobile Services, or any other Services in your Application as a Package.

2.4 From time to time, we may vary a term of this SFOA (and, for the avoidance of doubt, any document forming part of this SFOA in accordance with clause 1.3.3) in accordance with the following:

- 2.4.1 where the variation is likely to benefit or have a neutral or minor detrimental impact on you, the variation will take effect upon us giving written notice to you;
- 2.4.2 where we acquire a carriage service from a third party for resale to you and variations to this

SFOA are required because of an amendment made by our third party supplier to the contract between us and our third party supplier, we will provide you with prior written notice explaining the variation and its effect and you may terminate this SFOA within 42 days of the date of the notice by giving us written notice and paying us:

2.4.2.1 usage or network access charges incurred up to the date of termination; and

2.4.2.2 all outstanding amounts in a lump sum for any Purchase Equipment which you have not fully paid for at the date of termination and any outstanding amounts that cover installation costs unless such Purchase Equipment is not compatible with other suppliers' services; and

2.4.3 where the variation has a more than minor detrimental impact on you, we will provide you with at least 21 days notice and you may terminate this SFOA within 42 days of the date of the notice by giving us written notice and paying us:

2.4.3.1 usage or network access charges incurred up to the date of termination; and

2.4.3.2 all outstanding amounts in a lump sum for any Purchase Equipment which you have not fully paid for at the date of termination and any outstanding amounts that cover installation costs unless such Purchase Equipment is not compatible with other suppliers' services.

### 3. CHARGES & PAYMENT

You must pay the charges for the provision of the Services or the Package, at the relevant rates as notified to you from time to time, as well as any other charges incurred by you in accordance with this SFOA. We will usually invoice you monthly for charges due under this SFOA. Our first invoice will be issued either in the month that we commence provisioning Services to you or, in our discretion, the following month. We may vary invoice frequency at our discretion. We may issue interim invoices. We may bill you more often if you exceed your spend limit (see clause 4.2). Unless otherwise expressly stated in this Agreement, we will generally bill you in advance for periodic charges, connection and service fees (where applicable) and in arrears for usage charges, although this may vary in certain cases. We will endeavour to bill you within the next normal billing period for charges billed in arrears, but we reserve the right to bill you for those charges in later billing periods. As per 8.2.2 of ACIF CS42 - Industry Code - Billing, we will not bill charges older than 190 days from the date the charge was incurred by the customer. All charges are due and payable by the due date shown on the invoice ("Due Date"). Payment must be made by the Due Date in full by cheque, credit card, direct debit or any other method permitted by us. If an invoice is paid by cheque or direct debit from your bank account and that cheque or direct debit is dishonoured, cancelled or otherwise fails, you may be liable for a charge which will be added to your next invoice. Supplier charges:

3.1.1 Our charges to you may pass on any charges another Supplier charges to us (including increases and special or one-off charges).

3.1.2 You will pay us any charge which any other Supplier or other person renders to us:

- a) if you approach that other Supplier or person directly, or otherwise than through us; or
- b) for connection or initiation of any service or for cancellation of any service.

3.1.3 If you use an override code to access services offered by another Supplier, you will be billed by that Supplier for charges you incur unless we have a separate arrangement in place for the Supplier to charge us directly, in which case we will pass on the charges to you in accordance with this clause 3.6. If you do not pay to us any part of the charges by the due date on any invoice, we may impose a late payment charge. If we incur costs in recovering overdue amounts from you, including (without limitation) mercantile agents' costs, disconnection of services costs, costs incurred in commencing legal action such as service fees and search fees, we may recover these amounts from you in addition to the overdue amounts. Unless expressly stated otherwise, charges for the Services or the Package are exclusive of government taxes, duties (including stamp duty), imposts or levies, which will be your responsibility and will be itemised on your invoice. Unless expressly stated otherwise, all fees, charges and other amounts payable (and all quotes given) under or in accordance with the terms of this SFOA (including charges for Services or the Package, repair fees, late payment charges, Services Early Termination Charge, reconnection fees, installation costs) are exclusive of GST and you must pay to us in addition to the charges an amount equal to any GST payable on the supply of the Services or the Package. That additional amount is payable at the same time as any part of the charges for the Services or the Package is payable. We will issue a tax invoice to you for the supply of those Services or the Package at or before that time. You must pay all charges without any set off, counter claim or deduction. We may set off any amount payable to you against any amount payable by you to us. Your invoice will be calculated with reference to data recorded by us and our Suppliers. Our records are sufficient evidence of amounts payable by you unless shown to be incorrect.

#### 4. SECURITY DEPOSIT & SPEND LIMITS

We may from time to time set a dollar limit for the amount we will allow you to spend on the Services or the Package during a month ("spend limit"). The spend limit is only a guideline for our credit management action, which may be varied depending on the amount by which you have exceeded your spend limit, and may include the following:

- 4.1.1 verbal advice to you of total cumulative charges;
- 4.1.2 written correspondence (including transmitting the notice to your email address) to you advising the value exceeding the spend limit; and
- 4.1.3 an interim invoice, upon which payment must be received, in order to continue supply of the Services or the Package. We may also monitor your Service for excessive or unusual usage or your level of liability for charges for such usage, but do not promise to do so. You acknowledge and agree that in addition to our rights under clause 12 we can suspend, cancel or Bar your Service upon reasonable verbal or written notice to you (including transmitting the notice to your email address) if we have reasonable grounds for believing that you represent a credit risk in relation to the Service, including: Where the Services are being used in an excessive or unusual way or an unusually high volume or spend for the relevant Service when compared with previous account activity for that Service. For example, there may 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.
- 4.1.4 your failure to respond to notices from us about unusual high volume or spend;
- 4.1.5 your failure to pay a current bill in circumstances where your payment history indicates a series of late payments, dishonoured payments or failures to pay. If we do suspend, Bar or cancel your Service, you still have to pay for any charges incurred for any excessive or unusual usage (regardless of how caused) and the provisions relating to liability and indemnity also remain unaffected. If you wish to Bar access to premium rate services from the Services we provide you, please contact us We will not be responsible for any equipment tampering or service fraud. Should you have any questions in relation to steps which may be taken to reduce the potential risk of fraud in relation to a Service or telecommunications equipment, please contact us and we will endeavour to provide such information or direct you to an appropriate source of information.

#### 5. PERIOD OF AGREEMENT

This Agreement starts when you sign the Application, complete a voice recording, or when you first access our Services after receipt of these terms and conditions and continues until terminated. The provision of Services commences:

- 5.1.1 if you are transferring from another Supplier, when your accounts are transferred from your current Supplier to us and any other arrangements with another Supplier for the provision of the Services have been completed; or
- 5.1.2 if you are not transferring from another Supplier, within a reasonable period of the commencement of this SFOA. If the Agreement is a non-fixed length agreement we will provide the service to you in accordance with the Agreement until the Service is cancelled in accordance with Clause 12. For fixed-length agreements, this contract will continue
  - (i) for the fixed term of the contract; or
  - (ii) until it is terminated in accordance with Clause 12. If the Agreement is a fixed-length agreement and neither you nor we cancel the service at the end of the fixed term the agreement becomes a non-fixed length agreement and we will continue to supply the Service to you on a month to month basis in accordance with the Agreement. If you do not wish to continue to use the Service on a month to month basis after the end of the fixed term of your Agreement you must inform us, in accordance with clause 9.1 below, by giving us 30 days notice in writing, before the end of the minimum term, that you wish to cancel the service at the end of the fixed term. We will not be able to automatically renew the Agreement for the same duration as the initial Contract period for a fixed term contract without your written consent.

#### 6. TRANSFER OF YOUR SERVICES TO US

If in providing the Services or the Package we need to change your arrangements with your current Supplier, then we will do so in accordance with this clause. Transferring to us:

- 6.1.1 You authorise us to sign on your behalf and in your name forms of authority to your current Supplier to transfer your telecommunications services into our name.
- 6.1.2 You agree to give written instructions to your current Supplier to transfer your telecommunications services from your name to ours if we so request.























































