Our Customer Terms

(Residential and Small Business Customers)

Coast Broadband

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Our Customer Terms

This is a Standard Form of Agreement as per Part 23 of the Telecommunications Act.

We will supply you with Services on the terms and conditions set out below. Words not defined in these terms and conditions have the same meaning as in the *Telecommunications Act 1997* (Cth).

This agreement applies to **residential and small business customers** requiring standard plan Services.

1) Our Agreement with You

The agreement starts on the date we notify you that we've accepted your application and continues until terminated in accordance with our agreement.

a) When you request us to supply the Service to you, which can be made using our application forms (either online or printed) or by telephone, we decide whether to accept your application and to supply the Service to you based on a variety of factors including:
   i) your eligibility for the Service;
   ii) its availability to you;
   iii) you meeting our credit requirements; and
   iv) your prior conduct or history with respect to any previous supply by us or a reseller of any goods or service to you.

b) Your agreement with us includes:
   i) your application;
   ii) the Critical Information Summary;
   iii) these general terms;
   iv) the payment schedule;
   v) the Direct Debit Service Agreement; and
   vi) our Acceptable Use and Fair Use Policy.

2) Order of Precedence

Unless expressly stated otherwise, the order of precedence between the various parts of our Agreement will be resolved in favour of the document appearing earlier in the list stated in **Clause 1(b)** above. To the extent of any inconsistency, mandatory provisions of a Law prevail over this agreement.

3) Definitions

The following definitions apply unless the context requires otherwise:

Acceptable Use Policy or Fair Use Policy means our policy which applies to your use of the Service, a copy of which is accessible on our website;

ACMA means the Australian Communications and Media Authority (www.acma.gov.au);

Agreement or our Agreement means the agreement between you and us for the Service as described in **Clause 1**.

Application means an application made by you for the provision of Services by us, either by:

a) a form (online or printed), approved by us; or
b) a telephone application with us

Approved Purposes means:

a) providing directory assistance services;
b) providing operator services or operator assistance services;
c) publishing and maintaining public number directories;
d) providing location dependent carriage services;
e) the operation of emergency call services or assisting emergency services under Part 8 of the Telecommunications (Consumer Protection and Service Standards) Act 1999;
f) assisting enforcement agencies or safeguarding national security under the Telecommunications Act, the Telecommunications (Interception and Access) Act 1979 or any other applicable legal requirement;

g) verifying the accuracy of information provided by the data provider and held in the Integrated Public Number Database (**IPND)** against the information the data provider holds;
h) undertaking research of a kind specificed in the Telecommunications (Integrated Public number Database – Permitted Research Purposes) Instrument 2017;
i) assisting ACMA, or its nominee, to verify the accuracy and completeness of information held in the IPND;
j) meeting our obligations to any Government Agency (for example, the Australian Tax Office); and
k) any other purposes where permitted or required by the Telecommunications Act or any other applicable laws;

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth);

Business Day means Monday to Friday, excluding days which are public holidays in the place where the Services are to be provided;

Business Hours means 9.00am to 5.00pm Monday to Friday (AEST) excluding days which are public holidays in the place where the Services are to be provided;

Broadband means a high-capacity communications pipeline capable of delivering a simultaneous range of services at speeds greater than conventional dial-up.

Claim includes any debt, cause of action, liability, claim, proceeding, suit or demand of any nature however arising under or in connection with this agreement or its subject matter and whether present or future, fixed or unascertained, actual or contingent, arising under contract, tort (including negligence), under statute or otherwise;

Commercial Credit has the meaning given in section 6 of the Privacy Act;

Consequential Loss means loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings, pure economic loss, loss of data, loss of value of equipment (other than cost of repair), loss of opportunity or expectation loss or any increased operating costs suffered or incurred by any person whether arising in contract or tort (including negligence) or under any statute, any other form of consequential, special, indirect, punitive or exemplary loss or damages and any third party loss;

Credit Reporting Agency has the meaning given in section 6 of the Privacy Act;

Critical Information Summary (CIS) means the document forming part of the agreement describing the Service and setting out specific terms and conditions for that Service;

Customer means the current account holder for a Service supplied by us. Note that customers under the age of 18 require this agreement to be co-signed by an adult as guarantor;

Customer Equipment means any equipment or facility in your possession, ownership or control;

Direct Debit Service Agreement means the terms and conditions under which we are authorised to debit funds from your bank (or other financial institution) account, a copy of which is accessible on our website;

Due Date means the date otherwise specified on an invoice as the due date;

Early Termination Fee means the fee payable (if any) calculated in accordance with your application, the relevant Critical Information Summary and the Payment Schedule;

Equipment unless otherwise specified, means purchased equipment;

Facilities has the meaning given in the Telecommunications Act;

Fee(s) means a fee payable for a Service as set out in the application, the payment schedule, or the relevant Critical Information Summary and any other amount payable by you in accordance with the terms of our agreement;

Force Majeure Event means an event that is beyond our reasonable control, including pandemics, acts of God or natural disasters, fire, lightning, explosions, flood, subsidence, insurrection, civil disorder or military operations, war, terrorism, government or quasi-government restraint, expropriation, prohibition, intervention, direction or embargo, strikes, lockouts or other industrial disputes of any kind, or an act or omission of any government agency or an act or omission of any third party (including any third party supplier) where the act or omission is caused by an event or circumstance outside that third party's reasonable control (including any of the things mentioned in this definition);

Government Agency means any Commonwealth, State or local or foreign government, government authority or semi-government authority (including a judicial body) that has legal power to require another person to act or not act in a particular way or to authorise a particular act, including a minister responsible for administering Part XIB or XIC of the Competition and Consumer Act 2010 (Cth), the Telecommunications Act, the ACMA or the Australian Competition and Consumer Commission;

GST has the meaning given in section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Internet means the worldwide connection of computer networks which provides a number of services to users, including the transmission of electronic mail, provision of information on the world wide web and transfer of files;

Internet access means being able to access the Internet such that data can be transferred to and from the user's computer;

Interruption in the supply of a Service, means a delay in supplying, a failure to supply or an error or defect in the supply of, that Service;

Law means Commonwealth, State, or local legislation, judicial, administrative, or regulatory decrees, judgments, awards or orders, standards, binding industry codes and all common laws and equity;

Our network means the infrastructure used and/or maintained by us or our third-party suppliers to provide you with your service. Our network does not include the computer networks that make up the internet;

Personal Information means any information or document referred to in section 276(1) of the Telecommunications Act and any personal information within the meaning given in section 6 of the Privacy Act;

PPSA means the Personal Property Securities Act 2009 (Cth);

Privacy Act means the Privacy Act 1988 (Cth);

Residential customers means a customer who acquires a telecommunications product for the primary purpose of personal or domestic use and not for resale;

Service means the service requested by you in your application and as described in it and any other documents forming the agreement, including any related goods and ancillary services provided to you by us in connection with that service;

Service cancellation fee means the fee payable (if any), calculated in accordance with your application, the relevant Critical Information Summary and the payment schedule;

Service Restriction means:

- Internet speeds limited,
- Internet access limited, suspended or barred
- VoIP limited to calling emergency services only
- Mobile calls limited to emergency services only

Shaping means a reduction in the speed of a broadband service

Small business customer means a customer with a business ABN requiring standard plan Services rather than quoted Services that has fewer than 100 employees or makes less than $10 million in annual turnover**.**

Spam means unsolicited electronic messages with an "Australian Link", as per the Spam Act 2003;

Taxable Supply has the meaning given in section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Telecommunications Act means the Telecommunications Act 1997 (Cth);

Supplier or Third party suppliers means a third-party supplier from whom we acquire wholesale services that form all or part of the Service we provide to you;

Website means www.coastbroadband.com.au

we, our or us means **Coast Broadband ABN** 32 698 066 938**;**

you or your means the current account holder for the Service.

4) Interpretation

Unless we say otherwise:

a) a reference to a person includes a reference to a corporation, an association, joint venture, an unincorporated body, partnership, government or local authority or agency or other entity;

b) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

c) the singular includes the plural and vice versa;

d) a reference to any gender includes a reference to all other genders;

e) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;

f) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

g) an agreement, representation or warranty made in favour of two or more persons is made for the benefit of them jointly and for each of them severally;

h) a reference to a recital, clause, paragraph, schedule or annexure is to a recital, clause or paragraph of, or schedule or annexure to, these General Terms, and a reference to these General Terms includes any schedule or annexure;

i) a reference to dollars and $ is to Australian currency;

j) headings are inserted for convenience only and do not affect the interpretation of the agreement; and

k) specifying anything in the agreement after the words 'including', 'includes' or 'for example' or similar expressions does not limit what else is included unless we expressly say so.

5) Service Description and your obligations

a) You warrant that the information supplied by you in relation to our agreement is true and correct. You will promptly inform us of any changes to this information.
b) Services will be supplied to you through the Supplier that we nominate in writing from time to time. You agree that we:
   i) May need to change Suppliers to continue to deliver Services to you. We will notify you of such change, including who the new Supplier will be, in writing prior to any change coming into effect.
   ii) Have your express authorisation to notify any relevant Supplier in respect of, and to effect, any such change.
b) We do not warrant that we will be able to supply Services and we are not liable for any failure to provide all or part of any of the Services, but, to the extent and to the standard that Suppliers provide Services to us, those Services will be provided by us to you. When your connection is disrupted, we will do our best to reinstate our Services to you as soon as we can.
c) Except to the extent that we have specifically agreed otherwise, you agree not to resell the Service, nor to establish, maintain or permit multiple concurrent connections to the Service, nor to connect the Service to a local area network, except if the Service is designated by us as one which supports use of a local area network.
d) Except to the extent that we have specifically agreed otherwise, you are solely responsible at your own expense for providing and maintaining the modem and all other customer equipment and equipment necessary for the Service.
e) You must not use or allow another person to use a Service to transmit or publish any material that is defamatory towards any person, or in breach of copyright, any obligations of confidentiality or otherwise in breach of any law. If you breach this clause, we may suspend, restrict or cancel the Service in accordance with **Clause 24**
f) To the extent permitted by law, you acknowledge and agree that:
   i) continuity and speed of access to the internet depend on a wide range of factors, many of which are beyond our control;
   ii) we have no control over the accuracy or appropriateness of any information on the internet;
   iii) we are not responsible for any software or data available on the internet;
   iv) if we provide to you technical or other support or advice in relation to any matter which is outside our direct responsibility under this agreement, we do so only in an attempt to assist you and without incurring any liability other than any which cannot lawfully be excluded.
g) In providing the Services to you, you agree that we, or a third party supplier, may take any steps deemed necessary in order to comply with the Law, industry codes of practice or under direction from a relevant regulatory authority or court order, including:
   i) intercepting communications made using a Service;
   ii) monitoring and retaining data accessed or transmitted by you while using the Service; and
   iii) providing such data to third parties in accordance with the Law.
h) When using the Services, you agree:
   i) to comply with our fair use and internet acceptable use policies available on our website.
   ii) to comply with all Law, statutes, regulations, by-laws or licence conditions of any government body;
   iii) to not breach any person's rights or otherwise cause us, or a Supplier loss, liability or expense;
   iv) you must not connect or maintain a connection to a facility used in connection with the supply of Services to you or other parties that does not comply with technical codes, standards or regulations made under the Telecommunications Act, any declaration or other requirement of the ACMA or any code, standard or guideline published by Communications Alliance Ltd.
   v) that our obligations to provide the Services cease when we transfer your account to another provider and the other provider takes over full billing of those Services.

6) Personal Information - Consent to collect and use

You consent to us obtaining, using and disclosing your personal information for any of the purposes specified in our **Privacy Policy** available on our website. If you choose not to provide all or part of the personal information we request, or you provide us with false personal information, we may not be able to provide you with the Services, or we may refuse to provide or limit the provision to you of any service or credit.

7) Credit Check

a) Before we accept your application, you have provided to us all information relevant to our assessment of your credit rating. You've also consented to the following:
   i) us obtaining a credit report from a credit reporting agency that contains personal information about you;
   ii) us giving to, and seeking from, any credit provider named in a credit report or in your application, information relating to your credit rating – including without limitation any information about your credit worthiness, credit history or credit capacity that credit providers are allowed to give or receive from other credit providers under the *Privacy Act 1988* (Cth);
   iii) us making independent enquiries of third parties concerning your financial standing – and for this purpose, you've authorised and permitted such third parties to supply such information regardless of any confidentiality or privilege which applies to the information sought; and
   iv) us providing any information we obtain about you to the relevant Supplier.

8) Prepayment

a) If, at the time of your application, we have reasonable grounds to believe that you may be a credit risk, we may request that you pay in advance the estimated cost of using the Service for an invoice period. You must disclose to us if you are bankrupt at the time of your application or become bankrupt at any time whilst you are accessing a Service from us.

b) We may decline your application or cancel, restrict or disconnect the Service if you do not provide the prepayment in advance when requested to do so in accordance with **paragraph (a)**.

c) If we cancel or disconnect all of the Services, we will return to you that portion of the prepayment that is not required to meet any outstanding fees.

9) Transfer of Services to us

a) When you transfer any Services from another telecommunications service provider or equipment supplier who supplies telecommunications services or equipment to you at the time we accept your application, you authorise us to sign on your behalf and in your name any forms required by the current provider to transfer the Services as we direct;
b) You may also need to contact your current Supplier once your account is activated with us to close off your services with them.
c) You agree to pay to the provider any amounts owing for the Services up to the date of the transfer.

10) Charges and Payments

a) You agree during the term of the Agreement:
   i) to be charged for the Services we provide to you, regardless of whether it is you who uses them, at our current prices;
   ii) if our charges are expressed as being exclusive of any taxes, that we can pass on to you the full amount of any taxes payable on the charges; and
   iii) to pay accounts for all of those charges (including any applicable taxes) by the Due Date specified on the account
b) If you dispute in good faith an amount on the account, you need to let us know in writing, or by calling us, setting out reasons for the dispute and the amount in dispute. Excluding any dispute over any amount of any charge, you must pay the whole amount of each account by the Due Date.
c) If you don't pay the whole amount of your account by the Due Date, we may charge a late payment fee and at our discretion apply Service Restrictions or Shaping to all, or part of your Services, until the outstanding amounts on the account are paid. Nothing in this affects our rights to terminate the Contract under **Clause 14.**
d) If you don't pay the account by the Due Date, we also reserve the right (at our discretion) to adjust the prices you pay for the Services.
e) If you direct us to transfer any of the Services to another supplier, you'll pay to us on receipt of an account under our normal payment terms:
   i) all of our accounts up until the time we stop providing the Services;
   ii) all other proper charges that we become aware of after the date your Services stop that relate to the Services we provided to you; and
   iii) any Early Termination Fees associated with the cancellation of your service.
   iv) We will endeavour to invoice you for fees incurred in relation to services that you transfer to another supplier within the next normal billing period.

f) We reserve the right to charge you for any fees that we incur from, or must pay to, your bank. If there is any payment discrepancy or disagreement about bank charges applied, you should contact us before your bank, and we will try to resolve the issue. If you contact your bank and we incur a bank fee as a result, we reserve the right to pass this fee on to you.

11) Dishonoured direct debit transaction or credit card authorisation

In addition to any other rights that we have under the agreement in relation to late payment, if an invoice is paid by direct debit or credit card authorisation and the payment is declined by the bank, we reserve the right to pass any bank fee that we incur as a result of the declined or dishonoured transaction on to you.

12) Debt recovery services

We may use debt recovery services to recover any outstanding fees (including any administrative fees). You may be liable for any reasonable charges and collection costs, such as legal costs.

13) Early Termination Fee

You may cancel the Service at any time in accordance with **Clause 21.** However, if your application records that you have agreed to receive the Service from us for a fixed term and you cancel the Service before the expiry of the fixed term, you may be liable to pay an Early Termination Fee.

14) Cancellation, restriction, or disconnection for non-payment

If we cancel or disconnect the service for non-payment, you remain liable for all fees and other liabilities incurred before the date of cancellation or disconnection of the relevant service.

a) If we cancel or disconnect the service for non-payment, you remain liable for all fees and other liabilities incurred before the date of cancellation or disconnection of the relevant service.
b) If we restrict the service for non-payment, it will continue to accrue regular monthly charges, therefore you will be liable for all fees and liabilities incurred before the date of restriction, as well as ongoing charges and fees until the service is either paid up to date, cancelled or disconnected.

15) Set off

Unless we agree in writing, you must pay the fees without any set off, counterclaim or deduction.

16) GST

a) Our prices are taken to be GST inclusive unless they are expressed to be 'GST exclusive', 'exclusive of GST', '+ GST' or similar.
b) Where any amount is GST inclusive, it's the gross amount, inclusive of any GST payable in respect of any taxable supply for which that amount is paid. Otherwise:
    i) The consideration payable by you represents the value of any taxable supply where payment needs to be made.
    ii) If we make a taxable supply for a consideration, which represents its value, then you must pay the amount of any GST payable in respect of the taxable supply immediately.
c) If these terms require you to pay, reimburse or contribute to an amount paid or payable by us in respect of an acquisition of a taxable supply from a third party, the amount you must pay, reimburse or contribute will be the value of the acquisition by us less any input tax credit to which we are entitled plus, if our recovery from you is a taxable supply, any GST payable under this clause.
d) We may recover any GST payable under this clause in the same manner as our charges.
e) If the GST rate is changed per the GST Act, our rates to you will reflect the changes in GST.

17) Authorised Representative

a) If you'd like to appoint an authorised representative to deal with us on your behalf, you may do so.
b) Please consider carefully before authorising somebody to make changes to your account. An Authorised Representative you appoint can deal with us on your behalf as your agent (including making a complaint) and;

i) if you specifically give them limited rights; has only those rights (including any limitations you specify on access to your information); and
ii) if you don't give them limited rights; has power to act and access information as if they are you.

c) We may also accept a person who holds an appropriate Power of Attorney or Guardianship Order as an Authorised Representative for a customer. You'll need to forward a certified copy of the Power of Attorney or Guardianship Order to us – and we may need to have the documents checked before we can accept the appointment. Please ask for a copy of the form to add an Authorised Representative from our Customer Service team if you want to add an Authorised Representative to your account.

18) Maintenance and fault restoration

Subject to your rights under the Australian Consumer Law and to the maximum extent permitted by law, we are not obliged to restore any fault with a Service that is caused by:

a) Damage due to causes external to the facilities used by us and/or our third party suppliers to provide the Service (e.g., damage to customer equipment, loss of power supply etc);
b) interference (e.g., electrical or other external interference; customer or third parties tampering with equipment);
c) a Force Majeure Event; or
d) planned outages

19) Technical Support

a) We will provide technical support services as described on our website
b) We are not responsible for, and may not be able to provide support for, any fault caused by:
(i) any customer equipment;
(ii) the interaction of the Service with third party software packages used by you;
(iii) the inability to gain wireless connectivity from your wireless access point/router to your equipment or device; or
(iv) Services provided by any third party supplier or carrier (other than our third party suppliers).

20) Amending Terms and Conditions

a) During the term of our agreement, we may need to change the terms of our agreement due to circumstances beyond our control, including changes in law, urgent changes required for security reasons, changes by one of our third party suppliers of the terms on which they supply services to us or to the functionality or nature of a service or its underlying technology. We are therefore not always able to provide you with ongoing supply of a Service on the same terms and conditions that existed when we first commenced providing that Service to you.
b) In addition to changes which we are required to make due to circumstances beyond our control, we may elect to make changes that are reasonably necessary to protect our legitimate interests during the term of our agreement.
c) Subject to the exemptions permitted by **Clause 20(e)** we will provide 30 days' written notice to you of the changes.
d) If the changes are detrimental to you then you may immediately cancel the affected Service without incurring any early termination fee or penalty (provided that we can recover any outstanding fees incurred up to the date on which our agreement ends and any outstanding amounts that cover installation costs or equipment where such equipment can be used in connection with services provided by other suppliers), by giving us notice in writing to that effect within 30 days of the date of notice referred to in **paragraph (c) above.**
e) Exemptions

You acknowledge and agree that our obligation to provide notice of our proposed changes and to afford you a right to terminate our agreement in accordance with **Clause 20(d)** will not apply in relation to:

i) urgent changes we are required to make by law, for security reasons or technical reasons necessary to protect the integrity of our network;
ii) the introduction of a new fee or an increase in an existing fee due to an additional tax or levy imposed by law (where it is fair and reasonable for us to pass that on to you);
iii) the introduction of a new fee or an increase in existing administrative fees for ancillary services such as credit card transaction fees (provided we have offered you a reasonable alternative at the same or lesser cost to the original fee); and
iv) increases in fees due to increases imposed on us by other suppliers (including third party suppliers)

21) Your rights to cancel or terminate

a) You may cancel a Service by giving us 30 days' notice in writing. If you cancel a Service during an applicable fixed term for that Service, you may be liable to pay an early termination fee in accordance with **Clause 13**.
b) You may otherwise cancel a Service at any time by giving us notice if:
   i) You are entitled to do so in accordance with **Clause 20(d);**
   ii) We are in material breach of our agreement, which is capable of being remedied, but which we have failed to remedy within 30 days after you telling us of that breach; or
   iii) We are in material breach of our agreement, and it is something which cannot be remedied, including where there have been prolonged or repeated Interruptions to the Service. This clause does not apply to interruptions which occur because of:
      - a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in **Clause 24**;
      - a system or network outage for an insignificant period;
      - scheduled maintenance of our network ;
      - a fault or other event which may reasonably be attributed directly or indirectly to your equipment; or
      - your acts or omissions.

22) Preparation costs

If you request a Service from us and cancel that request before we provide the Service, we may ask you to pay us our reasonable costs incurred in preparing to provide the Service. Any cancellation fees imposed by a third-party supplier will be passed directly on to you.

23) Our restriction, suspension and cancellation rights

We may restrict, suspend or cancel a Service:

a) if you notify us in accordance with **Clause 21**;
b) to the extent necessary for us to comply with an order, instruction or request of a government agency, an emergency services organisation or any other competent authority (whether such an order, instruction or request is received or reasonably anticipated by us);
c) if we are required to do so by law
d) if there is an emergency
e) if the network is being modernised or upgraded
f) if a third party (including any third party supplier) withdraws or suspends a service which means we cannot provide your Service;
g) during any technical failure, modification or maintenance involved in the Service provided that we will use reasonable endeavours to procure the resumption of the Services as soon as practicable;
h) if there are reasonable grounds for believing a threat or risk exists to the security or integrity of our network or that provision of the Service may cause death, personal injury or damage to property;
i) if we reasonably determine that such action is necessary to repair, maintain or restore any part of our network;
j) if the provision of the Services by us does or may contravene any law or we have reasonable grounds to believe that it may in the immediate future contravene any law;
k) a force majeure event prevents us from supplying the Service in accordance with the agreement for 30 days; or
l) if your Service has not been used or accessed for a continuous period of 24 months.

24) Other restriction, suspension or cancellation events

We may restrict, suspend or cancel a Service if:

a) you vacate the premises to which we have been supplying a Service to you;
b) we are unable to enter the premises to inspect, repair or maintain any equipment or cabling connected with a Service provided to you;
c) we have the right to do so in accordance with **Clause 14** for your failure to pay fees or other amounts;
d) you do not provide prepayment as required by us in accordance with **Clause 8**;
e) we have reasonable grounds to suspect fraud or other illegal conduct by you in applying for the Service;
f) you fail to comply with our Acceptable Use Policy or Fair Use Policy (if applicable to your Service);
g) you fail to rectify any defect or inadequacy in any customer equipment or cabling not owned or maintained by us within 30 days of being requested to do so by us;

h) your use of the Services interferes with the efficiency of our network or a third party supplier's network and you fail to rectify the situation within 24 hours of being requested to do so by us;
i) if you do, or allow to be done, anything which in our reasonable opinion may have the effect of jeopardising the operation of any service;
j) you become a carrier or carriage service provider within the meaning of the Telecommunications Act;
k) you become bankrupt, insolvent or have a receiver, manager, administrator or liquidator appointed over you or any of your assets;
l) we have reasonable grounds for believing you are a credit risk, including the following grounds:
    i) your usage of the Service is unusually high when compared to previous account activity and you fail to respond to notices from us about that usage (but you acknowledge that we are not obliged to monitor usage of a Service, or to suspend, limit or cancel a Service if there is unusual usage, and you remain liable to us for usage of that Service);
    ii) you fail to pay an invoice by the due date and have a payment history indicating late payments, dishonoured payments or failures to pay; or
    iii) we become aware of public notices of your pending bankruptcy, winding up or other insolvency events, and we have taken reasonable steps to notify you of the suspension, limitation or cancellation of the Service; or
m) you are in material breach of any of the terms or conditions of our agreement, including these general terms.
n) We may immediately cancel your Service if you abuse or harass our staff or our contractors in the conduct of their duties, or if you threaten to harm, attempt to harm or cause actual harm to our staff, our contractors or property.

25) Cancellation for convenience

We reserve the right to cancel any Service:

a) if there is no fixed term specified in your application, at any time by giving you 30 days' notice;

b) if a fixed term is specified in your application,

    i) at any time after the end of the fixed term by giving you 30 days' notice; or

    ii) during the fixed term, if we have your consent; or

    iii) during the fixed term, if we offer to migrate you to a reasonably comparable alternative Service for the remainder of the fixed term and take reasonable steps to offset any detrimental effects of the migration caused by differences between the cancelled Service and the alternative Service we offer;

c) if we reasonably determine that it is not technically or operationally feasible to supply the Service to you, at any time prior to the Service commencement date.

26) Consequences of cancellation, restriction, suspension or termination

a) if we cancel, restrict or suspend the Service for any of the reasons listed in **Clause 23**, we will not charge you any disconnection or reconnection fee. If your account is terminated as a result of any of these events, you will be entitled to a refund of the unexpired portion of any amounts you have paid in advance.

b) If we advise you that we are cancelling your Service in accordance with **Clause 24**, you will be liable to pay all fees incurred up to the time we cancel your Service.

c) If we suspend or restrict a Service in accordance with the agreement as a result of a breach of the agreement by you, you will have to pay all charges arising in respect of the service during the suspension or restriction (excluding usage based charges).

d) On termination of a Service for any reason, you must immediately:

    i) stop using the Service and any equipment owned by us or any third party supplier; and

    ii) allow us to remove any equipment owned by us or any third party supplier or any purchased equipment that you have not paid for in full.

e) You remain liable for all fees payable in respect of Services provided to you up to the time of cancellation or termination.

f) Once the agreement has been terminated or cancelled for any reason, we may delete all of your data from any storage media. You are solely responsible for backing up your data.

27) Expiration of a fixed term or other period

If we have agreed to provide a Service to you for a fixed term or any other agreed period and that fixed term or other period expires and neither you nor we cancel the Service, we will continue to supply the Service to you on a month-to-month basis.

28) Limit on liability

a) To the extent permitted by law, you, we and our third party suppliers have no liability to each other for any Consequential Loss.

b) To the extent permitted by law, we and our third party suppliers have no liability to you or any other person for:

   i) any loss or damage suffered by you in connection with the agreement or the Service to the extent that your acts or omissions or any customer equipment cause or contribute to that loss or damage (for example, through your negligence or breach of contract);

   ii) any loss to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss; and

   iii) acts, omissions or defaults of any third party or any person who provides goods or services directly to you for use in connection with a Service.

29) Force majeure

Subject to any non- excludable rights you have under the Australian Consumer Law, we are not liable for, and will not be deemed to be in breach of the agreement in the event of:

a) any delay in installing a Service;

b) any delay in correcting any fault in a Service;

c) failure to provide a Service or incorrect operation of any Service;

d) service outages; or

e) any default by us in compliance with this agreement,

if it is caused directly or indirectly by a Force Majeure Event.

30) Telephone numbers and public addressing identifiers

a) The Telecommunications Numbering Plan 2015 (Cth) sets out rules for issuing, transferring and changing telephone numbers. You and we must comply with the Telecommunications Number Plan.

b) In addition to telephone numbers, the Service may use other identifiers such as an IP address or domain name (**Public Addressing Identifiers**). You must comply with the requirements of any regulatory authority or other body which administers Public Addressing Identifiers.

c) You are entitled to continue to use any telephone number we issue to you, except in circumstances where the Telecommunications Number Plan allows us to recover the number from you.

d) You acknowledge and agree that:
   i) we do not control the allocation of Public Addressing Identifiers
   ii) we are not liable to you if we are required to change, withdraw, suspend or re-assign any Public Addressing Identifier as a result of any direction given by a Regulatory Authority or other body which administers Public Addressing Identifiers; and
   iii) on cancellation of the Service, your right to use a Public Addressing Identifier may cease.

31) Your right to assign

a) You may assign your rights under this agreement (where those rights are assignable) so long as you have our prior written consent.

b) You may transfer your obligations under this agreement if:
   i) the person to whom you are transferring the obligations:
      - provides satisfactory proof of identification
      - meets the eligibility criteria for the Service
      - has the appropriate credit rating, and
      - accepts the transfer in writing
   ii) the Service is available at the location where they wish to acquire the Service

32) Our right to assign or transfer

a) You agree that at any time we may assign the rights under, and novate the benefits and obligations of, this agreement:
   i) to a related body corporate (being a company in our corporate group);
   ii) a third party supplier; or
   iii) a purchaser of our business (a **Transferee**) and that the transferee will assume our liabilities and obligations under this agreement.

b) We, or the transferee, will notify you. We and you agree that, with effect from the date of the notice, this agreement is cancelled, and a new agreement is created on the same terms as this agreement except that:
   i) The transferee replaces us in any capacity under this agreement as if the transferee was an original party to this agreement instead of us; and
   ii) the transferee has no obligations or liability under this agreement before the date of the notice.

c) In addition to our other rights, we may assign, transfer or deal with our rights and obligations under this agreement on terms to which you consent.

33) Our Equipment

a) Risk in any equipment provided by us or any third party to you for purchase or hire passes to you once it's been delivered. You'll accept any Equipment on the basis of these terms and conditions – and any additional terms and conditions we tell you about at the time of delivery.

b) Ownership (title) of any Equipment provided for purchase doesn't pass to you until all amounts owing to us under the Contract and the cost of such Equipment have been paid in full. Until then, the Equipment will be held by you as bailee for us.

c) you must not register any interest in the service equipment under the PPSA and agree that we or our third party supplier may register an interest in the service equipment under the PPSA;

d) If the Equipment is installed at premises occupied by you, you can't interfere with the Equipment or its installation.

e) If the advertised Equipment becomes unexpectedly unavailable, we may supply substitute Equipment that's substantially equivalent to the advertised Equipment.

f) If the advertised Equipment is not technically suitable for your situation, we may supply substitute Equipment that's substantially equivalent to the advertised Equipment.

g) you will allow us to and, where applicable, will ensure that the landlord allows us to remove the service equipment from the premises where it is installed upon expiry or termination of the supply of the Services;

h) if we are unable to recover the service equipment, we may recover the value of it as a debt due by you, including offsetting the value of the service equipment against any monies owed to you by us;

i) Where you have equipment on premises you occupy which is used by another supplier to provide you with services, we'll disconnect that equipment when you transfer the services to us, and we connect our Equipment (if any). You must let that supplier know immediately that you've transferred your services to us – and arrange for them to remove their equipment from the premises.

34) Installing and Connecting Equipment

This clause only applies if we expressly agree to install or connect Equipment.

a) We'll install the Equipment at your site within a reasonable time after the delivery date, to connect you to the Service during normal business hours in your area. You'll need to provide us with safe access.

b) You must prepare the site for the installation (in accordance with any directions or specifications issued by us) at your own expense, including providing:
   i) appropriate electricity supply;
   ii) appropriate electrical and mechanical fittings;
   iii) appropriate environmental conditions;
   iv) a secure location for the Equipment, including (if applicable) a suitable point for mounting an external satellite dish without obstructions;
   v) all the facilities needed to locate the Equipment;
   vi) access to all relevant personnel including your technical personnel; and
   vii) where necessary, permission for us and our representatives and agents to enter your site and install the Equipment – including making any minor physical modifications (within reason) to help us do that.

c) You warrant to us that, as at the date of installation and connection to the service, you'll have notified any relevant parties – and obtained all relevant permissions for us to enter onto your site, install Equipment and connect your service.

d) You must indemnify us against any claim made against us, or loss incurred by us (including legal cost on full indemnity basis), in connection with such entry and installation – except to any extent that we cause or contribute to it by:

i) our negligence; or

ii) our breach of any applicable consumer standards.

e) You must obtain and maintain, at your expense, any permits, licences, approvals and authorisations, including local council planning approval needed to install and operate the Equipment and connection to the service.

f) If the installation has to be rescheduled because you breach this clause, we may charge a reasonable amount for our additional costs.

35) Lost, Stolen and Damaged Equipment

a) You're responsible for any lost, stolen and damaged Equipment owned by us, unless it's caused by us or our personnel.

b) You'll need to pay us for Equipment that is lost, stolen or damaged, except if it is caused by us or our personnel.

36) Giving notice to you

We may satisfy any obligation to give you notice by:

a) delivering the information to you in person;

b) sending the information by pre-paid post to the address listed in our records for you;

c) transmitting the information to the email address listed in our records for you. By applying for the Service, you consent to notices being sent to your email address. It is your responsibility to check your emails and to inform us of the most appropriate email address for receipt of notices or if you do not wish to receive notices via email;

d) including the information on, in or with an invoice, including by an invoice made available to you online via the Website, provided you have consented to receiving the invoice in that format;

e) in the case of pre-paid telecommunications services, any of the above means or by making the information available to you by means such as through our Website, or at a retail outlet, and informing you how you can obtain the information by means of a recorded message or text message or in writing; or

f) to the extent permitted by the terms of the agreement and any other applicable law, by publishing a notice in a daily newspaper circulating generally in the region or capital city of the State or Territory in which you ordinarily reside or carry on business.

37) Intellectual property

You do not own or have any legal interest in any of our intellectual property or in any telephone number, IP address, domain name, personal identification number or other locator or identifier issued by us to you.

38) Subcontractors

We may subcontract any of our obligations under this Agreement.

39) No waiver

No failure to exercise, or any delay in exercising, any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting the waiver unless made in writing.

40) Survival

Any provision of the agreement which by its nature is intended to survive termination or expiry of the agreement will survive termination or expiry of the agreement for any reason.

41) Validity and enforceability

Any provision of the agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of the agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

42) Governing law

a) This agreement is governed by the laws of Victoria.
b) You and we submit to the exclusive jurisdiction of the courts of Victoria.