

Better Telecom Pty Ltd (Telecommunications) TERMS AND CONDITIONS

BETTER TELECOM PTY LTD, ABN 58 115 815 435 will supply you with telecommunications services (“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.

1. OUR AGREEMENT WITH YOU

- 1.1 As a customer of Better Telecom the terms and conditions form the basis of our agreement.
- 1.2 Our agreement with you also includes your application or order form which you complete and provide to us. We may accept and rely on facsimile copy of the application or order form as if it was an original. You will be bound by a facsimile copy of the application or order form as if it was an original.
- 1.3 Our agreement with you also includes our currently applicable price list. The price list may change from time to time, but we will notify you of any changes when they happen. Copies of the price list are available from us, upon request.
- 1.4 This agreement will commence on the date of acceptance by us.
- 1.5 You may cancel this agreement at any time on one month's written notice to us unless otherwise stated in your agreement.
- 1.6 All terms of this agreement will continue on a month to month basis and are subject to point 1.5 for termination. This agreement is not subject to any fixed term unless stated on the individual telecommunications service rate sheet.

2. SERVICE DESCRIPTION

- 2.1 Services will be supplied to you through the carriers or networks (“Carriers”) that we nominate. You agree that we –
 - (a) may change Carriers without reference to you and at any time; and
 - (b) have your express authorisation to notify any relevant Carrier in respect of and to effect any such change.
- 2.2 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 Carriers 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.
- 2.3 Unless otherwise stated in the schedule to this agreement, we reserve the exclusive right to provide you with all long distance, local and calls to Mobile services from the date of this agreement.
- 2.4 When using the Services, you agree to –
 - (a) comply with all statutes, regulations, by-laws or licence conditions of any government body; and
 - (b) not breach any person's rights or otherwise cause us or a Carrier loss, liability or expense.
- 2.5 Our obligations to provide the Services ceases when we transfer your account to another supplier and the other supplier takes over full billing of those services.
- 2.6 You agree if Better Telecom provide your service & equipment (i.e. line rental & local calls):
 - (a) you must have your Long Distance preselectable calls serviced by Better Telecom
 - (b) your long distance calls will be re-preselected to Better Telecom
- 2.7 When porting/churning services to Better Telecom you accept any charges relating to the existing service including service and equipment charges. Better Telecom will not change the existing setup unless instructed by the customer.

3. CHARGES AND PAYMENT

- 3.1 You agree during the term of this agreement:
 - (a) to be charged for the Services we provide to you, regardless of whether it is you who uses them, at our current prices from time to time;
 - (b) as our charges are exclusive of any taxes, that we can pass on to you the full amount of any taxes payable on the charges and GST; and
 - (c) to pay accounts on a 14 day invoice for all of those charges (including taxes) by the date specified in the account (“Due Date”).
 - (d) by paying for the invoice you accept all charges are true and correct.
- 3.2 If you dispute in good faith an amount in the account, you must notify us in writing within fourteen days setting out reasons for the dispute and the amount in dispute. Notwithstanding any dispute as to any amount of any charge, you must pay the undisputed amount of each account by the Due Date. Account disputes can only be investigated up to 6 months.
- 3.3 If you do not pay the account by the Due Date, then we may charge an administration fee of \$15 per month(ex GST) or 5% (on amounts exceeding \$1000) of the outstanding amount of the invoice and suspend all or part of your Services pending payment of outstanding amounts on the account. Nothing in this clause affects our rights to terminate this agreement under clause 8.
- 3.4 You agree to pay any charges relating to the recovery of overdue and unpaid amounts including legal and 3rd party collection fees.
- 3.5 If you direct us to transfer any of the Services to another supplier, you will pay to us on receipt of an account immediately within 24 hours -
 - (a) all of our accounts up until the time we stop providing the Services; and
 - (b) all other proper charges that we become aware of after the date of transfer that relate to the Services we provided to you.
- 3.6 If you choose to transfer the ownership of any services to another party you must:

- (a) ensure the appropriate Better Telecom paperwork is signed by both parties
 - (b) pay for all charges prior to the transfer of ownership
 - (c) ensure the new owner agrees to accept ownership of the new services.
- 3.7 If at any time we disconnect or suspend any of your services, a re connection fee of \$55 per service may be charged. Re-connection of services may take up to 5 working days.
 - 3.8 You agree that all charges for White Pages and Yellow Pages Directory Listings invoiced by Better Telecom are generated by Sensis Pty Ltd and as such are not within the control of Better Telecom and that Sensis Pty Ltd will not provide us with any information relating to such charges. If at anytime you dispute Directory Listings charges, you agree to contact Sensis Pty Ltd directly to resolve any such dispute and to indemnify Better Telecom in relation to any loss.

3.9 We may pass on the cost of merchant fees incurred from credit card payments.

3.10 We may charge a \$3.30 handling fee for invoices sent by post.

4. AMENDMENTS TO TERMS AND CONDITIONS

Without limiting clause 3.1, we may vary, alter, replace or revoke any of these terms and conditions effective upon the expiry of 14 days written notice from us. We may interpret your ongoing use of the Services after that date as constituting your acceptance of any such variation, alteration, replacement or revocation of these terms and conditions.

5. USE OF INFORMATION AND THE PRIVACY ACT 1988

You agree to provide us with any information we request in connection with our providing the Services to you under this agreement and hereby authorise us to use information provided by you as set out below, subject to the provisions of the Privacy Act, 1988, the Telecommunications Act, 1997 and any other applicable act or mandatory code of practice:

5.1 You authorise and consent to the following:

- (a) our conducting a physical audit of the Services and any equipment supplied in respect of the Services should we consider it necessary;
- (b) our exchanging with Carriers all information about you and the Services provided to you in our possession or control including, but not limited to, your name, billing address, street address, relevant telephone numbers, any information obtained by us for the purpose of your application and this agreement;
- (c) the Carrier exchanging with us any information in the Carrier's possession or under its control in relation to the Services including, without limitation, all your records and, in particular, exchange line details, account information, call charge records and call event records; and
- (d) ours and the Carrier's use of the information referred to in paragraphs (b) and (c) of this clause.
- (e) our obtaining from a credit reporting agency a credit report containing personal credit information about you in relation to commercial credit provided by us.
- (f) our obtaining personal information about you from other credit providers, whose names you provided for Better Telecom Pty Ltd or that may be named in a credit report, for the purpose of assessing your application for commercial credit made to us.
- (g) our obtaining a consumer credit report about you from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by you.
- (h) our providing any information about you to any law enforcement agency as required or authorised by statute or regulation.
- (i) our refusing to provide you with information we hold about you where to do so would in the case of personal information would pose a serious and imminent threat to the life or health of any individual; providing access would have an unreasonable impact upon the privacy of other individuals; the request for access is frivolous or vexatious; the information relates to existing or anticipated legal proceedings between the organisation and the individual, and the information would not be accessible by the process of discovery in those proceedings; providing access would reveal the intentions of the organisation in relation to negotiations with the individual in such a way as to prejudice those negotiations; providing access would be unlawful; denying access is required or authorised by or under law; providing access would be likely to prejudice an investigation of possible unlawful activity; providing access would be likely to prejudice the prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law; the enforcement of laws relating to the confiscation of the proceeds of crime; the protection of the public revenue; the prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct; the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of its orders; by or on behalf of an enforcement body; or an enforcement body performing a lawful security function asks the organisation not to provide access to the information on the basis that providing access would be likely to cause damage to the security of Australia.

6. TRANSFER OF SERVICES

- 6.1 When you transfer any services ("Transferred Services") from a Carrier, a telecommunications service provider or equipment supplier who supplies telecommunications services or equipment to you at the time of signing this agreement ("Current Supplier") to us, you authorise us to sign on your behalf and in your name any forms required by the Current Supplier to transfer the Transferred Services as we direct.
- 6.2 You agree to immediately pay to the Current Supplier any amounts owing for the Transferred Services up to the date of the transfer.

7. LIMIT ON LIABILITY

- 7.1 We do not exclude or limit –
- (a) the application of any provision of any statute (including the Trade Practices Act 1974, the Privacy Act 1988 or the Telecommunications Act 1997) where to do so would contravene that statute or cause any part of this clause 7 to be void; or
- (b) direct losses and damages which arise only as a result of our gross negligence (which means where we commit an act or allow an omission to occur in reckless disregard of the consequences of the act or omission).
- 7.2 Except where clause 7.1 applies, we exclude all statutory liability, tortious liability (including but not limited to liability in negligence), conditions and warranties implied by custom, the general law or statute, liability for all direct, economic, consequential or indirect losses, expenses, damages and costs incurred by you, arising out of or relating to the Services, any failure to supply or delay in supplying the Services or out of or relating to this agreement, including, but not limited to, liability for gross negligence and except to the extent of clause 7.1(a), we are not responsible or liable for any indirect consequential or economic damages, including, without limitation, loss of income or profit or loss of actual potential business opportunities.
- 7.3 Our liability to you for any breach of any implied provision of this agreement (other than an implied warranty of title) is limited, at our option, to refunding the price of the goods or Services in respect of which the breach occurred, or to providing, replacing or repairing those goods or providing those Services again.
- 7.4 We are not liable to you for any delay in the connection or failure in the operation of the Services which are beyond our control

8. TERM OF AGREEMENT

- 8.1 We may immediately terminate this agreement by written notice at any time if, without our prior written consent: you breach any term or condition of this agreement; a receiver or receiver and manager is appointed over any of your property or assets; a liquidator or provisional liquidator is appointed to you; you become bankrupt; you enter into any arrangements with your creditors; you assign or otherwise deal with your rights under this agreement; you cease to carry on business; or there is a material change in your direct or indirect ownership or control.
- 8.2 We may also immediately terminate this agreement at any time by written notice if the Carriers cease to provide necessary services to us.
- 8.3 You agree to pay for all services utilised in this agreement. If any funds are left outstanding the company director/s and/or person's signing application form will be held personally liable.
- 8.4 If we terminate this agreement in accordance with this clause and a Carrier arranges to supply you services other than through us, you acknowledge that –
- (i) the Carrier may not be able to make those arrangements immediately; and
- (ii) once the Carrier has made arrangements, the services acquired by you from the Carrier will be acquired on the Carrier's then current tariffs and terms and conditions and the Carrier will bill you accordingly.
- 8.5 Where an application is signed up on a minimum period an early termination fee of \$299 will be applied unless otherwise stated in the original agreement.
- 8.6 Should you change carriers without providing notice as required in point (1.5) then termination fee as stated above in point (8.5) will apply. (Un-Notified Churn)

9. ASSIGNMENT

Your rights under this agreement are personal. You must not assign or attempt to assign any right or obligation under this agreement without our written consent. We may assign all or any of our rights and obligations under this agreement at any time by notifying you in writing.

10. OUR EQUIPMENT

- 10.1 Risk in any equipment provided by us or any third party to you for purchase or hire ("Equipment") passes to you upon delivery. You will accept any Equipment on the basis of these Terms and Conditions and any additional terms and conditions notified at the time of delivery.
- 10.2 Title to any Equipment provided for purchase does not pass to you until all amounts owing to us under this agreement and the cost of such Equipment have been paid in full. Until title passes to you, the Equipment will be held by you as bailee for us.
- 10.3 On the termination of this agreement for any reason, you will immediately return all Equipment owned by us or make it available for our collection.

11. OTHER EQUIPMENT

- 11.1 Where you have PABX or other network equipment, you must ensure that it is programmed as we specify.

12. DISPUTE RESOLUTION

- 12.1 If you have a complaint or dispute with us, you must notify us of your complaint or dispute and we will deal with it in accordance with our internal complaint handling guidelines. A copy of our internal complaint handling guidelines is available upon request.

13. MISCELLANEOUS

- 13.1 Any notice, demand, consent or other communication required to be given to either party must be delivered personally or sent by prepaid mail or by facsimile to the address of the other as last notified.
- 13.2 Clauses 2.5, 3.4, 5, 7, and 10 shall survive the expiration or termination of this agreement.
- 13.3 This agreement shall be governed by and construed in accordance with the law of New South Wales and the parties hereby submit to the non-exclusive jurisdiction of the courts of that State.
- 13.4 This agreement contains yours and our entire understanding to the exclusion of any and all prior or collateral agreement or understanding relating to the Services, whether oral or written.
- 13.5 If any part of this agreement is found to be invalid or of no force or effect, this agreement shall be construed as though such part had not been inserted and the remainder of this agreement shall retain its full force and effect.

Better Telecom

Our friendly customer support team is happy to assist you via one of the following methods:



Online:

Our website contains handy time saving information and 24 hour online self help at: www.bettertelecom.com.au



Phone:

Better Telecom 131 501



Email:

Better Telecom
info@bettertelecom.com.au



Post:

Better Telecom P/L
PO Box 7108
Alexandria NSW 2015

Account Payments

Better Telecom accepts the following payment methods:



Credit Card: Automatic debit on the due date or online at www.bettertelecom.com.au



Bank Account: Automatic payment deduction on the due date.



B-pay: Pay via your bank account using the B-Pay Biller code and account number found on the front page of your invoice.



Cheque: Cheque payments can be sent to the PO Box listed above. All cheques should be made out to Better Telecom P/L.