

# Bendigo Bank Telco Offer - Standard Form of Agreement Summary

Print out or view a copy of our full Bendigo Bank Telco Offer - Standard Form of Agreement (SFOA) at [www.communitytelco.com.au](http://www.communitytelco.com.au)

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## 1. Summary of our general terms

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This is a summary of the General Terms section of our Standard Form of Agreement (SFOA).

It is not possible to cover everything in the SFOA in this summary. If you would like more detail about your rights and obligations you should obtain and read a copy of the SFOA available at [www.communitytelco.com.au](http://www.communitytelco.com.au) or by contacting us. This summary does not override or change the terms and conditions of the SFOA. If you have a Community Telco Internet Service, our Internet Terms and Conditions and our Internet Acceptable Use Policy will also apply.

### 1.1 Our services

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Community Telco supplies telecommunications services for local, national and international long distance, fixed line to mobile and internet services. Our services are supplied to you on the terms of our SFOA, the terms of your plan and the terms of any offers you choose to take up.

### 1.2 Making changes to our SFOA

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From time to time, we may need to change the terms of our SFOA. Consequently we do not offer to provide you with ongoing supply of a Service on the same terms and conditions as exist when we first commenced providing that Service to you.

You acknowledge and agree that from time to time the nature of your Services and the terms on which we supply those Services may change.

**We will give you notice of any changes to our SFOA at least 30 days prior to the date on which those changes are to take effect. This does not include changes to charges for international calls and roaming, third party content and premium services. If the changes we propose to make to our SFOA will cause detriment to you, then you may immediately terminate the affected service or services without incurring an early termination fee or penalty, by giving us notice to that effect within 42 days of you receiving notice from us of the changes.**

We may give you notice by mail, by including the information in or with your next bill, or by email if you have consented to receive notice from us in that way.

For the avoidance of doubt, our right to change the terms of our SFOA excludes any right to remove or change your notice and termination rights set out above without your consent unless we are required by law to amend those rights or we amend those rights to your benefit. You agree that if you do not give us notice within the 42 day period, you are deemed to have accepted the changes to our SFOA from their date of effect and the amended SFOA will then govern the relationship between you and us from that date.

### 1.3 Contract term

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It is a condition of some plans that you acquire the Service for a minimum term (for example, 12 months). At the end of any such minimum term we will continue to provide the Service to you on a month to month basis, on the same terms and conditions as applied immediately prior to the end of the minimum term (subject to any changes we make to our SFOA as described above), until you or we elect to terminate the Service.

### 1.4 Using our Services

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You must ensure that you comply at all times with your obligations set out in our SFOA. You must not use your Services to transmit or publish any material that is defamatory, in breach of copyright or obligations of confidentiality, or otherwise in breach of any laws. You indemnify us for any loss or expense we suffer as a result of your doing so.

## 1.5 Charges

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You are responsible for all Charges incurred for the use of your Service, whether or not you personally incurred those charges. All charges must be paid by the due date on your bill.

All charges relating to your Service including any monthly access fees, call rates, excess usage charges, and charges for ancillary services such as relocation, installation and connection are set out in your Plan or are available by visiting [www.communitytelco.com.au](http://www.communitytelco.com.au) or by contacting us.

Any administrative fees and charges that may be incurred by you in accordance with the applicable clause of the Standard Form of Agreement are set out in our Schedule of Fees and Charges. A copy of the Schedule of Fees and Charges is available at [www.communitytelco.com.au](http://www.communitytelco.com.au).

We may charge you an administrative fee if:

- you do not pay your bill by the due date;
- you pay a bill by cheque and that cheque is dishonoured; or
- you pay a bill by Direct Debit and there are insufficient funds in your account.

In some circumstances, it may be a condition of a particular Plan that you are required to pay by Direct Debit.

If you are unable to pay by Direct Debit then you may be subject to an administrative fee or may be required to select an alternative Plan. If you dispute any charges stated on your bill, you must notify us of the disputed amount and the reasons why you dispute that amount before the due date for payment of the relevant bill. You will not have to pay any amount which you have genuinely disputed in accordance with this clause unless, and until, the disputed amount is resolved in our favour.

**If you wish to dispute with us the correctness of charges in a particular bill, you must do so within 12 months of the relevant bill's date. This does not affect any of your legal rights concerning incorrect charges.**

If a minimum contract term applies to your Service and, before the end of the minimum term, you terminate that Service without cause, or we terminate the Service for cause, we may charge you a cancellation fee and an early termination fee (to cover our administrative costs). We will also charge you for any amounts outstanding on any Equipment (for example, your modem).

## 1.6 Billing

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We will send you a bill on a regular basis (usually monthly), we'll also let you know when this was sent. In some circumstances, it may be a condition of a particular Plan that you are required to receive your bill online. If you choose not to receive your bill online then you may be subject to an administrative fee or may be required to select an alternative plan.

## 1.7 Security

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If we have reasonable grounds to believe you are a credit risk or if you have failed to pay by the due date, we may ask you to provide some form of security (for example, a security deposit). If you do not provide the relevant security by the date requested, then we may refuse to provide you with the Service or may terminate a Service that we have been supplying. The SFOA and our website provide further information on security bonds and interim payments.

## 1.8 Transfer of Services

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If you transfer your Services to us from another supplier, we may need to change any arrangements you have with that supplier. The SFOA provides information about transferring your arrangements with your current supplier to us, or transferring your arrangements with us to another supplier.

## 1.9 Suspension and termination

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The grounds under which we can suspend or terminate your Services are set out in the SFOA. We will take all reasonable steps in the circumstances to notify you before we suspend or terminate a Service, and if we are unable to give you Notice we will attempt to contact you by telephone.

Subject to any other express rights or obligations either of us may have under the SFOA, either of us may terminate the Services provided:

- (a) immediately on giving the other party Notice, if the other party materially breaches the SFOA; or
- (b) by giving the other party not less than 30 days' Notice, if the termination is without cause.

You may terminate the SFOA immediately if you are transferring your Services away from us to another supplier or you vacate your Premises where you had a fixed Service and you do not wish to, or we are not able to, transfer that Service to other Premises.

If you fail to pay any amounts due and payable under the SFOA by the bill due date, and still fail to pay after we issue you with Notice in the form of a Service suspension notice requiring payment of the outstanding amount, we may terminate, suspend or limit the provision of your Service from the date stated in the Service suspension notice.

We can ask you to pay a reconnection charge before we agree to reconnect a Service that has been suspended or terminated due to your breach of the SFOA.

## 1.10 Our Liability to You

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If we are negligent in our supply of Services to you and our negligence in supplying Services causes personal injury, death or damage to your property we will be liable for our negligence.

Certain laws imply terms, conditions or warranties into contracts for the supply of goods or services that cannot be excluded (for example, that services must be provided with due care and skill and goods must be reasonably fit for their purpose and be of a certain quality). In the event that a term, condition or warranty is implied into our SFOA and we breach that implied term, condition or warranty then we accept liability for that breach, subject to any limitation of that liability set out in our SFOA and permitted by law.

Where we are permitted to limit our liability, our liability for breach of a term, condition or warranty implied into our SFOA by law will be limited (at our option) to, in the case of goods, repairing the goods, replacing the goods or supplying equivalent goods, or paying you the cost of that repair, replacement or equivalent supply; and in the case of services, resupplying the services to you or paying you the cost of having the services resupplied. The limitation and exclusion above does not apply to goods or services which are of a kind which are ordinarily acquired for personal, domestic or household use, or if it would be unconscionable or not fair and reasonable for us to limit our liability. We exclude all terms, conditions and warranties that would otherwise be implied into our SFOA, except to the extent that such exclusion is prohibited by law.

Other than as set out in our SFOA and to the extent permitted by law, we are not liable to you in contract, tort (including negligence) or otherwise, for any loss or damage incurred by you. For example, we are not liable for any loss of profits or anticipated savings, economic loss, loss of data or any indirect or consequential damages that may be suffered by you.

In addition, we have no liability to you or to any other Person for acts or defaults of suppliers who provide services directly to you for use in connection with the Services; faults or defects in services or software which are caused to any material extent by your own conduct or misuse; or faults or defects that arise in telecommunication services not provided under our SFOA which are due to incompatibility with the Services. We will not be liable for failing to comply with our SFOA if an event occurs that is beyond our control, for example an explosion, natural disaster, earthquake, war (declared or undeclared) or act of God.

## 1.11 Your Liability to Us

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You must not use any of our Services to breach any laws or regulations or allow anybody else to do the same. If you use, or you allow someone else to use, your Service to breach any laws or regulations, then you must indemnify us for any loss or expense that we suffer. You indemnify us against any costs, loss or damage (including but not limited to legal costs) that we may suffer in relation to your negligence in relation to your use of the Services if your use of the Services causes personal injury or death; or your negligence in relation to your use of our Services if that use causes damage to tangible property.

Unless expressly stated elsewhere in our SFOA, you are not liable to us in contract, tort (including negligence) or otherwise, for any indirect loss or damage incurred by us. For example, you are not liable for any loss of profits or anticipated savings, economic loss, lost data or any indirect or consequential damages that may be suffered by us.

## 1.12 Limitation of Liability

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Where either you or we are liable to pay the other any compensation under the SFOA, then subject to any liability cap set out in the Service Levels, the maximum amount of compensation payable is the sum of the charges paid or payable by you in the 12 month period prior to the event that gave rise to the claim. If you have any outstanding charges which you have not paid us, you will also be liable to pay these charges. The amount of Compensation that either of us has to pay the other will be reduced to the extent of any contributory negligence by the other party.

## 1.13 Reporting faults

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You can report any faults by contacting us on 1300 098 889. Our call centre operates from 8am to 8pm (Eastern Standard Time), Monday to Friday excluding National and New South Wales public holidays. Some services are available beyond these times.

## 1.14 Customer Service Guarantee

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The Customer Service Guarantee requires us to connect standard fixed line telephone services (for example, your home telephone Service) within particular timeframes in accordance with the *Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2)*. If the Customer Service Guarantee applies to your Services, you may be entitled to receive financial compensation if we do not connect those Services within the timeframes specified by the Customer Service Guarantee. You can view a summary of our obligations under the Customer Service Guarantee at [www.communitytelco.com.au](http://www.communitytelco.com.au) or contact us for a hard copy.

## 1.15 Service Levels

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For specified Services, we may provide you with Service Levels. If applicable, these Service Levels will be set out in the terms of your Offer or Plan. We may include in the terms of the Offer or Plan the consequences of us failing to achieve the Service Levels.

## 1.16 Your personal information

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You are entitled to ensure that we only use your personal information in accordance with our SFOA and our Privacy Policy, which comply with the Privacy Act 1988. You may obtain a copy of our Privacy Policy by visiting [www.communitytelco.com.au](http://www.communitytelco.com.au) or by contacting us. You may choose to opt out of receiving direct marketing from us by contacting us.

## 1.17 Customer complaints

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If you have any concerns about the Services we are providing to you, you should contact us immediately on **1300 098 889**. We will endeavour to resolve any problem or complaint you have as quickly and effectively as possible. If you are not satisfied with the initial outcome of your complaint, the matter will be reviewed in accordance with our complaints procedures.

The Telecommunications Industry Ombudsman (TIO) can resolve disputes between telecommunications companies and their residential or small business customers. The TIO is an independent body and is provided as a free service. It only takes up a complaint if the customer has first tried to resolve it with the relevant company. You can contact the TIO by calling **1800 062 058**. The Office of Fair Trading (or similar) may also investigate consumer complaints.

### **1.18 Priority access**

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We do not provide Priority Assistance. Information on Priority Assistance is available from the ACMA's website at [www.acma.gov.au](http://www.acma.gov.au).

## **2. Summary of our internet terms**

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### **2.1 Our internet services**

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Our internet services are supplied to you on the terms of our SFOA, our Acceptable Use Policy, the terms of your Internet Service Plan and the terms of any offers you choose to take up.

### **2.2 Charges**

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Our charges are set out in our Schedule of Charges, our Plans and our Offers which you can obtain by visiting [www.communitytelco.com.au](http://www.communitytelco.com.au) or by contacting us.

### **2.3 Using our internet services**

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The equipment you use to access your Internet Service (for example, your computer) must meet the system requirements published by us on our website at [www.communitytelco.com.au](http://www.communitytelco.com.au) from time to time.

You must not disclose to anyone the user names and passwords that we provide to you in relation to your Internet Service. You must immediately notify us of any unauthorised use of your user names or passwords as soon as you become aware of such use.

You acknowledge that the Internet is not a secure and confidential method of communication and that your use of the Internet to send and receive data is at your own risk. You agree that you or another responsible adult will monitor any use of your Internet Service by anyone that is under the age of 18 years. We are not responsible for any content that may be accessed using the Internet Service. You agree that we may monitor your use of your Internet Service to ensure that you comply with our SFOA and our internet Acceptable Use Policy.

We may investigate any misuse of your Internet Service, in conjunction with relevant law enforcement agencies if required. You acknowledge that the included web space, which may be made available to you with your Internet Service, is for non-commercial use only and on the terms and conditions set out in our internet Acceptable Use Policy.

### **2.4 Limitation of our Liability**

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Your Internet Service, including content you transmit or receive, may be operated or supplied by third parties who are not controlled or authorised by us. You acknowledge that we do not warrant that your Internet Service will be uninterrupted or error-free; we cannot guarantee a timeframe for restoration of your Internet Service, should it fail; and we are not liable to you for any loss or damage you may suffer as a result of using the Internet to send or receive data which may contain viruses or other harmful software.

### **2.5 Your Liability**

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If your use of your Internet Service results in loss to other users or us, you may be liable to pay compensation.

### **2.6 Our broadband service**

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Our broadband service is not available in all areas or in all premises. If our broadband service is available to you, it gives you:

- an ADSL service to the telephone service specified in your application form;
- a user name and email address, any additional email addresses and web space as set out in your Internet Service Plan and the facility to send and receive email;
- a licence to use the software; and
- a back-up dial-up service.

From time to time, you may find that the actual throughput speeds achieved with the broadband service may be lower than the speeds specified for your Internet Service Plan.

### **2.7 Relocation of your broadband service to new premises**

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If you relocate your broadband service to new premises, you must pay a relocation fee and any minimum term of your broadband service will continue to apply.

### **2.8 Software**

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We provide you with software owned by software suppliers as part of the broadband service. We grant you a revocable, non-exclusive licence to use the software only in conjunction with the broadband service and in accordance with the terms and conditions of our SFOA and the software suppliers' licences, as accepted by you when you begin using your broadband service. If you do not agree to the terms of the software licences, you must not use the broadband service.

### **2.9 Our dial-up service**

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Our Internet dial-up service will give you:

- dial-up access to the Internet at a maximum speed of 56Kbps (V90 protocol); and
- a user name and email address, any additional email addresses and web space as set out in your Internet Service Plan and the facility to send and receive email.

You are responsible for and must pay the cost of all telecommunications and internet access charges incurred when accessing or using your dial-up service, including any dial-up connection charges.

If you are connected but do not actively use your dial-up service for any period exceeding 20 minutes, then we reserve the right to log you off the service temporarily. Where you are continuously connected to the dial-up service for more than 4 hours (or as otherwise provided in your Internet Service Plan conditions), then we reserve the right to log you off. When you reconnect to the dial-up service after you are logged off, you will incur a connection charge.

## **Supply of products**

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*Telecommunications and internet products are provided by Community Telco Australia Pty Ltd (CTA) ABN 93 094 908 326. CTA is not an authorised deposit-taking institution (or bank) and the acquiring or purchasing of telecommunications and internet products does not represent a deposit with, obligation or liability of Bendigo and Adelaide Bank Limited. Bendigo and Adelaide Bank Limited does not guarantee the performance of CTA or any of its products and services. Please refer to the Standard Form of Agreement and Acceptable Use Policy for full terms and conditions at [www.communitytelco.com.au](http://www.communitytelco.com.au).*