

## **IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS**

### Summary of Comcity's Standard Form of Agreement (SFoA)

1. What goods and services does our SFoA relate to ?

Our SFoA is the contract that applies to all communications services we agree to supply you (e.g. as internet access, local and long distance telephony and mobile telephony) and related goods (e.g. routers, hand sets and modems).

2. Do we offer Priority Assistance ?

We do not offer Priority Assistance for our non-mobile standard telephone service.

3. What are the types and amounts of charges we may impose ?

Our primary types of charges include connection and set up charges, monthly or periodic charges, usage charges, prepaid charges, call connection charges and miscellaneous charges (e.g. early contract termination charges and plan change charges), as well as the cost of goods (e.g. the cost of a router or modem).

All our charges vary depending on the type of communications services or goods you acquire. Our prices are usually available upon request.

4. When are charges payable ?

Many charges are payable when you enter into a contract with us (e.g. set up / connection, prepaid charges and periodic charges), while other charges are only payable in

certain circumstances. Usage and connection charges apply if you use a service (e.g. you make a telephone call), while early termination charges are payable where you end a contract before it expires (e.g. you have a 12 month DSL contract and terminate after 6 months).

5. What are the costs of connection and reconnection ?

The cost of connection and reconnection to our services as well as credits we offer, vary depending on the length of your contract, the type of service, the number of services and the plan you are on.

6. How are security deposits dealt with ?

Our SFoA allows us to ask for a security deposit or advance deposit. We usually ask for this security deposit if you have a poor payment history with us or where we deem you to be a high credit risk.

7. What are our peak and off peak times ?

We don't have a set peak / off peak time, however, some of our plans have their own specific peak / off peak times. Our website will have these details, otherwise you can contact us.

8. How do we bill and how can you pay?

We usually issue our bills monthly. Our bills are usually printed and posted, but we may make use of other methods such as online delivery. Where we decide to issue our bills in a non standard method, we will let you know about whether additional charges will be levied before we issue the bill.

We may back bill up to 190 days.

You can pay our bills by cash, credit card or cheque, unless your customer contract specifies another method of payment.

If you are late in paying a bill, we may impose a collection fee, and also charge you interest calculated in accordance with your customer contract.

9. What are minimum terms ?

Many of our customer contracts have minimum or fixed terms, you can refer to our website or contact us to find out what they are. At the end of the minimum / fixed contract term either you or us can terminate the contract by giving 30 days written notice, unless you have a repeating term contract, which automatically renews (subject to any obligation we have under any applicable Industry Codes).

10. How can we terminate ?

Our SFoA allows us to terminate a customer contract for a number of reasons. The main grounds are, breach of contract, non-payment, and illegal conduct.

11. How can you terminate ?

You can terminate your customer contract at the end of your minimum term, or where we make certain changes to your customer contract. Where you terminate for either of these reasons you are only liable to pay for accrued charges and monthly recurring charges (e.g. line rental or monthly broadband base fee) up to the day of termination.

You are not permitted to terminate for any other reason unless we agree. Where we don't agree you are responsible for accrued charges (e.g. usage to termination), and an early payout fee which is calculated in accordance with the terms relating to the service you are terminating.

Where you terminate during a minimum term then we will calculate the early termination charge and advise you.

12. What are the terms on renewal ?

If you renew your contract with us, then that contract will be subject to the terms of our then current SFoA, unless we agree otherwise in writing.

13. How do we advise you of variations to the SFoA ?

If you would like the complete up to date terms and conditions of our SFoA, you can download them from our website [www.comcity.com.au](http://www.comcity.com.au) or by calling us.

We handle detrimental changes differently depending on whether you are a consumer. If you are a consumer under a fixed term contract, detrimental changes won't apply to you unless we have followed the process required by relevant industry codes – in which case we will give you at least 21 days notice in writing (e.g. usually on a bill we send you, by post or by way of email if you have agreed to receive notices by email). All other customers will be notified of detrimental changes with reasonable notice (depending on the circumstances) in writing.

14. What warranties do we offer on goods ?

Goods we sell you may have either a manufacturer's warranty or statutory warranties required by law.

15. How do we handle complaints ?

We handle complaints in accordance with our Complaints Handling Policy available on our website. If you would like further information you can contact us on 1300 787 767.

16. How are faults reported ?

You can report faults by contacting us on 1300 787 767.

17. What are your rights under the Customer Service Guarantee ?

The Customer Service Guarantee (CSG) sets out performance standards in provisioning and rectifying services, which provide for financial compensation. The CSG applies to fixed line services, but in some cases the CSG does not apply (e.g. if you have 5 or more fixed lines). You can learn more about the CSG by referring to our CSG Information Brochure located on our website at [www.comcity.com.au](http://www.comcity.com.au).

18. What is the role of the TIO and Office of Fair Trading ?

The TIO is the Telecommunication Industry Ombudsman who is available to assist in resolving disputes that you cannot resolve with us. We encourage you to attempt to resolve disputes directly with us. The Office of Fair Trading in your State or Territory can also investigate consumer complaints about telecommunications services.

19. Do we check credit records ?

In certain circumstances we may obtain a credit report about you, but this is not our ordinary practice. Our SFoA allows us to do this, but where we do, we do so in accordance with the *Privacy Act 1988* and other applicable privacy laws. Ordinarily we may use your personal information for things such as, marketing our products and services to you, billing you, and providing you with assistance. Our Privacy Policy sets out how we handle your personal information, and is available at [www.comcity.com.au](http://www.comcity.com.au) or by calling us for a copy.

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languages please contact:

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Hrvatski	Croatian	1300 767	787
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