



## Locall Australis Standard Form of Agreement Summary

### IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS

#### 1. Outline of Summary

In this summary of Locall Australis's Standard Form of Agreement. A reference to 'Locall Australis, 'we' or 'our' is a reference to Rivertel Pty Ltd ACN 147 945 686, and a reference to SFOA means standard form of agreement.

Our SFOA is the contract that applies when we supply you with:

- ADSL Broadband (e.g. fixed line internet access);
- Wireless Broadband (e.g. wireless 3G broadband access)
- Voice services (e.g. standard telephone service and mobile services);
- Ancillary or additional services (e.g. webhosting, email and domain name registration);
- Goods (e.g. modem's, routers, and accessories).

Full details of our data transmission and ancillary or additional service are available on request or on our website [www.australis.net](http://www.australis.net)

Australian law states that the SFOA applies whether or not you read it or sign it. There may be cases where we agree to different terms for the supply of goods or services, but our SFOA still applies, subject to those different terms and conditions.

This SFOA summary is designed to highlight the key points of the SFOA, and doesn't change its legal effect. We are entitled to make changes to our SFOA and may do so from time to time, when we do those changes will be available at [www.australis.net/legals](http://www.australis.net/legals)

Many of the SFOA terms apply to all goods and services we provide, while others apply to particular kinds of services such as our acceptable use policies ('AUP') for internet access. We recommend that you familiarise yourself with our AUP, available at [www.australis.net/policies](http://www.australis.net/policies)

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## 2. Commitments

We may have a variety of plans available to our customers. These plans may include:

- Casual plans or Month to Month plans - these don't require you to enter into a contract with a minimum term, but you are still required to give 30 days notice of termination e.g. once set up, you only pay for what you use;
- Minimum term plans - these can only be terminated after the minimum contract term has elapsed. Once the minimum contract term has elapsed, if you haven't terminated the plan then it operates on a casual basis, which can be terminated on 30 days notice, otherwise you can ask us to renew your contract;
- Fixed term repeating plans – These plans have a set contract term, which automatically repeats for the same term upon expiry e.g. once the 12 month contract expires it automatically repeats for another 12 months unless you give 30 days notice of cancellation before the term automatically repeats. But if ACIF Code C620:2005 (Consumer Contracts) applies to you, then we will notify you prior to the term repeating to enable you to decide whether to continue.

Our minimum contract terms are contained in our product offers.

The SFOA requires you to pay early termination charges where you cancel a contract during a minimum contract term or during a fixed contract period. Termination charges are calculated (a) with respect to data transmission and ancillary services by multiplying the monthly periodic/recurring charge by the number of months left of the minimum term; (b) where you purchased goods under a contract, then you must pay the unpaid balance of goods; (c) with respect to voice services, termination charges are calculated in accordance with the formula contained in the Product Terms that apply to those services and; (d) a fixed fee which may vary depending on the period of contract elapsed.

Some of our plans involve non-refundable payment for usage entitlements that are lost if not used within a certain time. The SFOA may require some charges to be payable in advance e.g. as setup, while other charges are imposed only after a service has been used e.g. excess data usage.

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### **3. Pricing and charging**

The prices for our goods and services are contained in our price list or advertised on our website.

Each plan is different and prices vary, but they usually have a set up fee, a security deposit, a monthly access fee, usage based charges, speed increase fees, time based charges, and minimum period of commitment. The category and service terms along with our price list outline the circumstances that must exist before a charge becomes payable, as well as the types of charges that apply to the supply of our goods or services.

We may change our price list from time to time, and any change we make applies immediately unless we say otherwise. You should familiarise yourself with the plan and our price list.

We impose charges for the connection and reconnection of goods and services we provide in accordance with our price list. The law requires us to charge the Goods and Services Tax ('GST') on all supplies we make to you.

### **4. Billing**

We usually bill you at the start of every billing month, which is the day of the month on which your customer contract started. Some plans have a different manner of billing e.g. web hosting may be billed annually in advance.

There are some charges which we bill you before we provide the service, these include set up charges, security deposit, hardware charges for goods such as modems and handsets, and fees payable to third parties.

We may back bill up to 190 days after charges have been incurred.

Our SFOA allows us to send you a bill in a number of different ways, but we usually use email or post.

### **5. Discounts, credits or rebates**

If we offer a discounted rate it will be built into the rate in our price list, advertised on our website or offered us in writing.



We only provide credits or rebates if we uphold your dispute to an invoice, or you are entitled to one under a service level agreement. This credit or rebate is worked out with reference to what the correct invoice amount should have been, and what the actual invoice amount was. In the case of a rebate under a service level agreement, the rebate is calculated in accordance with it.

## **6. Payments**

You may pay us by credit card, Bpay, direct deposit or cheque but some plans provide for a specific method of payment e.g. credit card.

If you have a genuine dispute with our invoice, you must still pay the disputed amount, but you must notify us of the dispute within 14 days from the date of the invoice.

If you are late in paying your invoice, we can charge a late fee or charge you interest for every day payment is overdue. If you make a payment that is dishonoured then we can charge you an administrative fee and any dishonour fee the bank may charge us.

## **7. Termination and suspension of customer contracts**

We can suspend a customer contract in a number of circumstances. If we suspend your customer contract you are still responsible for charges which accrue even though you are not using a particular service.

We can terminate your customer contract in a number of circumstances, (a) where your minimum contract term has expired by giving you at least 30 days notice, (b) where you become insolvent, (c) you are subject to an application for winding up, (d) you are subject to any form of external administration or management, (e) you fail to pay us money within 10 days of it being due, (f) breach a customer contract and fail to remedy the breach within seven days after receiving a notice requiring that it be remedied, (g) you die, (h) you have provided false or misleading information to us.

Where you have more than one customer contract with us, we can terminate all of them.

Our SFOA allows you to terminate a customer contract, with 30 days notice once the minimum term or fixed contract term has elapsed. You may also terminate a

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customer contract if all of the following occur (a) we increase charges that apply to it; and (b) the increase is more than just passing on increases we incur to a third party (e.g. the rate of GST increases, or our wholesale charges are more); and (c) the increase in charges would have increased your actual payments to us if it had applied from a date 6 months earlier (e.g. if we apply a data upload charge to uploads over 10GB, but that would not have affected you if it had applied during the previous 6 months); and (d) you give us written notice of cancellation within 30 days after we inform you of the increase in charges.

After a customer contract is terminated, all prepaid entitlements are used up, and we don't have to receive, forward or keep your email or any of your data on our servers.

## **8. Varying the SFOA**

We may vary our SFOA at anytime. Where we vary our SFOA we will change the copy on our website, and the change takes effect 7 days later.

Where we make a change that is detrimental to you, we are required to:

provide you notice of the changes (or publishing it where you are likely to be aware of its contents, at least 3 working days before the variation take effect; and

if you are not a casual customer and we have not already done so – sending it to you on or with one of your bills, or delivering it to you in person, or posting it to you, or emailing it to you (if you have consented to receive notices by email) within 16 weeks after the variation takes effect. Our notice will summarise the variation and inform you on how to contact us for further information.

You can obtain an up to date copy of our SFOA (including the complete terms of our SFOA) from our website [www.australis.net/legals](http://www.australis.net/legals) or by writing to us at 244 Noalimba Ave Kentucky NSW 2354.

## **9. Warranties**

If we supply goods to you, you will receive the benefit of any manufacturer's warranty that applies to them. You may also be entitled to further warranties under the Trade Practices Act 1974 (Cth) and / or under applicable state and territory law (e.g. Fair Trading Act).

## **10. Indemnities and limitation of liability**

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You must indemnify us and our wholesalers against any loss or damage that arises from your use of our services. You release us from any liability for loss or damage that you may suffer, but that does not affect rights that you may have under the Trade Practices Act 1974 (Cth). The SFOA cannot exclude those rights, but it does limit them as far as allowed by that Act.

### **11. Complaints and faults**

If you have a complaint we encourage you to contact us immediately. At the first instance, both complaints and faults should be reported to our help desk staff. They will take action to have faults corrected. If they have not resolved a complaint within 7 days, you should ask that it be referred to a supervisor, who will address it or pass it on to our most appropriate staff member. If we ask for written details of your complaint, you must give them, and we will normally report the progress of the matter to you by email.

You are entitled to make a complaint to the Telecommunications Industry Ombudsman, who will deal with it at no charge if you have been unable to resolve it with us. Your State or Territory Consumer Affairs or Fair Trading Office may also be able to assist you.

### **12. Service standards**

We will use reasonable endeavours to supply services to a fair and reasonable standard, but we do not guarantee fault free, continuous or optimal service.

### **13. Customer service guarantee**

For some standard telephone services, you may have rights under the Customer Service Guarantee ('CSG') made under the Telecommunications (Consumer Protection and Service Standards) Act 1999. You can obtain details of exactly which services are covered by the CSG at [www.acma.gov.au](http://www.acma.gov.au) under Consumer Information link, you can also view our CSG information at: [www.australis.net/legal](http://www.australis.net/legal).

The CSG sets out service standards and time frames that apply to certain connections, repairs and keeping appointments, and compensation that is payable if they are not met. We may also ask you to waive your rights under the CSG – where we do, this will be contained in the relevant Product Terms of Service.

### **14. Your personal information**

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We do not normally obtain a credit report about our customers, but we reserve the right to do so. When allowed by law, we also reserve the right to give credit information about you to a credit reporting agency. As the Privacy Act 1988 (Cth) applies to us, we collect, use and deal with your personal information in accordance with the Act and our privacy policy located at [www.australis.net/policies](http://www.australis.net/policies)

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