

## SUMMARY - STANDARD FORM OF AGREEMENT GENERAL TERMS

### 1. Important Customer Information: Yours Rights and Obligations.

This document provide a summary of your Standard Form of Agreement (SFOA) with Texcel Communication Pty Ltd trading as TexcelTel A.B.N 97 101 317 382 (hereon TexcelTel). The SFOA sets out terms and conditions on which TexcelTel provides telecommunication services to you.

The information in this document is designed to give you an overview of our SFOA terms and conditions only. It is not a substitution of the SFOA and does not vary or modify any terms or conditions in the SFOA. **It is for information purposes only and has no legal effect**

For more details of your rights and obligations please visit our Web site at <http://texceltel.com> and select [Customer Terms](#). Alternatively, please ring our Customer Service Hotline **1300 881 482** for a full copy of the SFOA document to be send to you.

### 2. Services

TexcelTel provides telecommunication services, under our SFOA, including goods or equipments to enable you to make use of the provided services.

The telecommunication products and services offered by TexcelTel are listed in the Schedule 1 and 2 of our SFOA.

### 3. Priority Services

We can provide you with Priority Access if you or someone in your household has a diagnosed life-threatening medication condition. For more information regarding this service, please contact our Customer Support Hotline **1 300 881 482**.

### 4. Billing

TexcelTel will bill you monthly by mail. However, we may also bill you at other times including charges omitted from previous bills.

We may itemise or summarise certain type of charges for services on your bill wherever it is technically feasible.

Our records are conclusive evidence of amount payable. However, TexcelTel will acting reasonable and consider any genuine billing dispute raised by you.

The payment methods are set out in your bill. If you do not pay your bill by the due date TexcelTel may charge you administrative fee, recover debt collection fee, suspend your service and impose a reconnection fee.

### 5. Security

We may require security in some circumstances where we reasonably determine it necessary after considering

- i) Your commercial credit worthiness and
- ii) The value of the Application for Service submitted by you

### 6. Charges

Schedules 2 of our SFOA outline the detail of charges for the provided Services. Charges may need to be paid in advance or to be paid by the person receiving the call.

Our charges include connection fee, access fee, usage based fee, charges for content or other services provided as part of the Services or charges for other services in connection with calls, reconnection or disconnection charges.

Charges may vary depending on the type of Services selected by you, origin and destination of calls, volume of call made during a period and any discounts that might apply.

### 7. Terms and Conditions

We will require you to enter into a 6 month minimum contract for the Services. This may vary depending on the type of products you have selected. Further information on this requirement can be found in Schedule 1 and 2 of our SFOA.

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The minimum period commences on the date on which we first notify you that the Services is ready for use.

You can cancel your service contract any time. We may ask you to put it in writing.

If you cancelled your contract before the minimum period lapses, we will impose an early termination fee to recover our cost for the installation and provision of the requested Services. We may, at our sole discretion only, waive or vary the total fee, in which case we will notify you in writing. Further information on the termination fees are listed in Schedule 1 and 2 of our SFOA.

We may cancel or suspend the provision of Services if:

- you fail to pay any amount due and payable under the SFOA by the bill due date without any justified reason(s);
- you leave your premise or you become insolvent or bankrupt;
- the law allows or requires us to do so or
- there is an emergency.

If a service is suspended or cancelled, you are required to pay all relevant charges.

We may charge you reconnection fee for a service that has been cancelled.

### 8. Variation

We may change, without your prior approval, the terms of the Agreement. TexcelTel will notify you in writing of the proposed change/s to the terms of the Agreement if those changes are detrimental to you.

### 9. Your Rights and Remedies

To the extent permitted by law, TexcelTel is not liable for any loss or damage, however caused, suffered by you or your associates, including but not limited to your business, in connection with this SFOA.

Where we are unable by law to exclude our liability, TexcelTel will determine the appropriate remedy in relation to any breach

of TexcelTel's obligations under this Agreement including, but not limited to, re-supplying, repairing or replacing equipment. The total liability of TexcelTel to the Customer is limited to the lesser of the following two amounts:

1. The value of the Equipment; and
2. The amount of all Fees paid by the Customer in the preceding 12 month period.

You must report any fault or complaint regarding the provided Services to us via our Customer Services Hotline **1300 881 482** as soon as identified to enable us to remedy, where possible, the raised issue promptly and professionally.

Should you not satisfy with the outcomes or resolutions to your concerns, once exhausting all appropriate all resources offered by TexcelTel, you can refer your complaint to the Telecommunications Industry Ombudsman (TIO). TIO is an independent office which investigates disputes between telecommunications companies and their customers. The Office of Fair Trading in your State or Territory may also investigate consumer complaints

### 10. Customer Service Guarantee

The ACMA Customer Service Guarantee (CSG) has established certain minimum standards to protect home and small business customers against poor service and provide financial compensation if these standards are not met. The CSG does not apply to mobile phone service or to customers who have more than 5 telephone lines

If you are qualified residential or small business customers, you may be entitled to claim specified damage if TexcelTel fail to meet the CSG standards

Please refer to the ACMA web site for further information at <http://www.acma.gov.au/consumer/csg/index.htm>

### 11. Personal Information

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We collect and use your personal information according to the Commonwealth Privacy Act 1988. For more details regarding our commitment to protecting your privacy please visit our web site at <http://texceltel.com> and select [Privacy](#).

We may make standards credits information enquiries regarding your credit information in connection with supplying goods and services to you.

### 12. Other Format/Languages

This Summary is accessible online at <http://www.texceltel.com/html/guarantee.html>  
For assistance with other formats such as large print, audio cassette or community languages. Please contact our Customer Support Hotline on **1 300 881 482**