

# Summary of our Standard Form of Agreement for mobile customers

7 June 2012

## Important customer information: your rights and obligations

For the purposes of this summary Us/We/Our refers to TransACT Capital Communications Pty Ltd ABN 23 093 966 888.

### 1. Standard Form of Agreement

- 1.1 The *Telecommunications Act 1997 (Cth)* entitles us to set out in a standard form of agreement the terms and conditions under which we will supply our services to you, including our mobile services.
- 1.2 The standard form of agreement for the supply of mobile services is called our Standard Form of Agreement for mobile customers.
- 1.3 We are required, under the *Telecommunications (Standard Form of Agreement Information) Determination 2003* to provide you with a copy of a summary of our Standard Form of Agreement for mobile customers. Capitalised terms in this Summary are defined in our Standard Form of Agreement.
- 1.4 This summary:
  - will provide you with information about our Standard Form of Agreement for mobile customers;
  - is for information purposes only;
  - has no legal effect; and
  - will not override, amend, alter or change our Standard Form of Agreement for mobile customers.
- 1.5 If you require a copy of our Standard Form of Agreement for mobile customers or more details about us or our products and services, please visit our website at [www.transact.com.au](http://www.transact.com.au) or contact us on 13 30 61.

### 2. Amending our Standard Form of Agreement for mobile customers

- 2.1 TransACT may vary the Standard Form of Agreement for mobile customers (including charges) at any time in accordance with the Telecommunications Legislation. We will give you reasonable notice of any change we believe would have a detrimental impact on you. For such changes, we may notify you in writing, which could be via a notice in your next account, or some other means as agreed by you and allowed under the Telecommunications Legislation. You may also have the right to cancel your Service within 42 days of receiving the notice, without incurring any additional fees or charges other than those set out in this Agreement.

### 3. Security bond

- 3.1 We may require you to provide us with a security bond in an amount nominated by us in accordance with our credit assessment policies. We use our credit assessment policies to assess your credit worthiness.
- 3.2 Under our credit assessment policies we may require you to make an advance payment (for future charges likely to be incurred on your account).
- 3.3 We will return your security bond to you upon termination of your account or earlier at our discretion.
- 3.4 If you have made an advance payment it will be credited towards your next and subsequent bills.

### 4. Charges

- 4.1 Charges for our mobile services are set out in the plan you select. The details of your selected plan are available on our website at [www.transact.com.au](http://www.transact.com.au)
- 4.2 The charges for our mobile services may differ from plan to plan.
- 4.3 If you select a TransMOBILE Handset Rental Plan, you will be charged monthly Handset Rental Installments over the agreed contract period, in addition to the monthly access fee and additional service and call charges.
- 4.4 Additional charges that may be applied include service number change fee, service number search fee and reservation fees.
- 4.5 Depending on the plan selected you may be eligible for a discount on certain types of calls. If applicable, your plan will set out the amount of any discount together with details as to how it is calculated.
- 4.6 Some calls may also incur connection and flag fall fees. These will be set out in the plan you have selected.
- 4.7 If you would like further details about charges for particular types of calls or our plans, please visit our website at [www.transact.com.au](http://www.transact.com.au) or call 13 30 61.

### 5. Promotions and Discounts

- 5.1 Customers on a TransMOBILE MultiSIM Plan are entitled to a percentage discount of their monthly bill, based on their total monthly spend. The discount scheme is set out in full at clause 39 of the Standard Form of Agreement.
- 5.2 From time to time, TransACT offers ad hoc promotions and may advise existing customers of these promotions via a message on their invoice, SMS or through direct mail.

### 6. Billing

- 6.1 TransACT's standard billing method is Electronic Billing. You can opt to receive your Bill by post, sent to an address nominated by you. This incurs a fee of \$1.49 (inc GST per Bill sent). TransACT will provide Bills without charge to pensioner customers. Electronic Bills may be adversely affected by equipment or conditions beyond TransACT's control.
- 6.2 We may issue you with an interim bill and include charges from a previous billing period that have not otherwise been billed to you.
- 6.3 Our records are sufficient proof of the existence and amount of any charge owed by you to us.
- 6.4 We will provide you with replacement copies of your bills on your request, however, we may charge you for this service.

6.5 We may use a billing agent to issue your bill.

- 6.6 If you do not pay the bill by its due date we can:
  - a) suspend or cancel your service until your bill has been paid; and
  - b) charge you with a late payment fee (as specified in your plan).

6.7 Where a bill has not been paid on its due date we will send you a courtesy note advising that you have an outstanding bill.

6.8 If a bill remains unpaid following dispatch of a courtesy note, then we may refer it to a collections agency to recover any amounts owing.

6.9 You may pay your bill by:

- a) credit card;
- b) cheque;
- c) direct debit transfer; or
- d) as otherwise notified by us.

6.10 Where TransACT is billed by a third party provider for services used by you (for example international roaming services) then it is not always possible for us to include those charges for the billing period in which they were incurred. We may include these unbilled charges in a later bill.

### 7. Termination of your service

- 7.1 You may request termination or suspension of your service, including termination or suspension of an individual SIM card connected to your account by:
  - mail – TransMOBILE, TransACT, PO Box 1006, Civic Square ACT 2608
  - fax – 02 6229 8011 – addressed to TransMOBILE
  - phone – call TransACT on 13 30 61
  - email – [customer.care@transact.com.au](mailto:customer.care@transact.com.au)
- 7.2 If you terminate your service before the end of the contract term you must pay an early termination fee. The early termination fee that will apply depends on the plan you select, and the amount of time remaining in the minimum contract period.
- 7.3 If you would like further details about early termination fees applicable to each of our plans, please visit our website at [www.transact.com.au](http://www.transact.com.au) or call 13 30 61.

### 8. Cancelling or suspending your service

- 8.1 We may suspend or cancel a service in a number of circumstances without notice where:
  - a) you breach the TransACT Acceptable Use Policy or the Standard Form of Agreement for mobile customers;
  - b) you have not paid a bill;
  - c) there is an emergency; or
  - d) the law allows us or requires us to suspend the service.
- 8.2 If a service is cancelled or suspended you are required to pay the charges incurred up to that suspension or termination.

### 9. Complaints

- 9.1 If you have a complaint with regards to our service then complaints can be made in writing and mailed to Compliance Officer (TransMOBILE), TransACT, PO Box 1006, Civic Square ACT 2608.
- 9.2 If you are dissatisfied with our response to a complaint then you are entitled to raise that matter with the Telecommunications Industry Ombudsman (TIO).

- 9.3 The TIO can resolve disputes between telecommunication companies and their customers. The TIO will only address a complaint after you have first tried to resolve it with us.
- 9.4 The Office of Fair Trading in your state or territory or the Australian Consumer and Communications Commission may also investigate consumer complaints.

### 10. Reporting of faults

- 10.1 If you experience a fault in your service you can report it by calling 13 30 61.

### 11. Personal Information

- 11.1 Our privacy statement and privacy policy set out how we collect, use and disclose your personal information. A copy of our privacy statement or privacy policy is available on our website at [www.transact.com.au](http://www.transact.com.au)
- 11.2 We may collect, use and disclose your personal information (such as name, address, date of birth, Australian driver's licence number and employer details) to a credit reporting agency.
- 11.3 We may use your personal information for purposes related to the supply of our mobile services to you including supplying your details to other organisations such as telecommunications suppliers.
- 11.4 As a telecommunications service provider we are required by law to provide your name, address and mobile telephone number to a national database known as the Integrated Public Number Database.

### 12. Summary available in other languages and formats

- 12.1 TransACT's Summary Standard Form of Agreement is also available on request in large print by calling 13 30 61.
- 12.2 For hearing impaired assistance please call our TTY service on 13 36 77.
- 12.3 For assistance in languages other than English please telephone TransACT's interpreter service on 13 14 50.

For a full version of the TransMOBILE Standard Form of Agreement for mobile customers please visit [www.transact.com.au](http://www.transact.com.au)