

Standard Form of Agreement for Skydata customers

Introduction

- 1.1 This Agreement sets out the terms and conditions under which we agree to provide Services to you. It has been formulated as a standard form of agreement for the purposes of section 479 of the Telecommunications Act 1997 (Cth) (The Act).
- 1.2 This Agreement is structured as follows:
 1. the General Terms, Conditions and Charges set out in this document;
 2. specific terms and conditions for the Service, as set out in the relevant Schedule; and
 3. your Application.
- 1.3 From time to time we may advertise, or contact you about, special prices, packages, discounts or other terms in relation to a Service or any other service ("promotions"). You may apply to take up the promotion by submitting an Application to us. If we accept your Application, you will be bound by the specific terms of the promotion, including the Charges. Except as specified in the promotion, the terms and conditions set out in this Agreement will continue to apply in relation to the Service.
- 1.4 Some of the words used in this Agreement begin with a capital letter (e.g., Your Premises). The meanings of these words are defined in the dictionary at the end of this Agreement. You may obtain a copy of this Agreement from our registered business office at 470 Northbourne Ave Dickson ACT, or on our website at www.transact.com.au.

2. Provision of the Service to you

- 2.1 This Agreement commences on the date that we start providing the Service to you and continues unless terminated in accordance with this Agreement.
- 2.2 The Service will be supplied to you in accordance with this Agreement.
- 2.3 You are not eligible to receive the Service if Your Premises are situated in TransACT cabled or ADSL enabled areas.
- 2.4 Notwithstanding clause 2.3, we do not guarantee that we will be able to provide the Service to you.
- 2.5 We will not supply you with the Service unless and until:
 1. Your Premises are situated in the geographic area covered by the TransACT Skydata Network,
 2. TransACT is able to determine that Your Premises are not affected by any coverage "black spots" (such as trees, buildings or other natural or man-made structures that interfere with the TransACT Skydata Network);
 3. You satisfy all other pre-supply testing required by TransACT;
 4. we have approved your Application; and
 5. if applicable, you have obtained the consent of the owner of Your Premises.

- 2.6 Upon receipt of your application, TransACT will assess the requirement for a preliminary assessment of Service availability to Your Premise to be conducted. If a preliminary assessment is considered necessary, it will be carried out without the requirement to enter Your Premises where possible. However, should we require access to Your Premises for this purpose, we will contact you to make arrangements.
- 2.7 If our assessment indicates that we are unable to supply the Service to Your Premises, or if you otherwise do not meet all of the criteria set out in clause 2.3 above, we will contact you and advise you that your Application will not be accepted until you are able to make arrangements to meet the criteria (if at all).
- 2.8 You must not re-supply the Service to any other person or entity unless you are authorised to do so by us.
- 2.9 We will remedy faults in the Equipment or the Services in a timely manner and, if applicable, in accordance with our obligations under the Customer Service Guarantee.

3. Equipment Installation and Maintenance

- 3.1 You agree to allow us reasonable and safe entry to Your Premises on all occasions required by us for the purposes of:
 1. assessing the strength of the TransACT Skydata Network at Your Premises;
 2. installing, maintaining and removing the Equipment;
 3. providing the Services to You; and
 4. doing any other thing in relation to our Equipment or the Services.
- 3.2 We will provide the Equipment for the Services to you. We do not provide a telephone handset.
- 3.3 You acknowledge and agree that to receive the Service, we must install:
 1. a subscriber unit on a pole on an external wall, roof or other suitable fixture at Your Premises (which may involve the drilling of small holes into the surface); and
 2. internal cabling and sockets for the ADSL and telephone outlets.
- 3.4 We will use reasonable care and skill in installing the Equipment and providing the Services. You agree to undertake any site preparations that we reasonably instruct to allow us to install the Equipment at Your Premises and provide the Service to you.
- 3.5 You will be liable for the installation charges set out in the Schedule.
- 3.6 We will use our best endeavours to install the Equipment within the following timeframes:
 1. If the CSG applies to the Service, the prescribed CSG timeframe; or
 2. If the CSG does not apply to the Service, a reasonable timeframe.
- 3.7 Note that the following events will affect our ability to meet the timeframes in clause 3.6.
 1. If you apply to transfer (port) your existing telephone number to us, in which case we will be unable to supply you with the Service until your current service provider transfers that number to us;

2. we are prevented by law from installing the Equipment or providing you with the Service;
 3. a Force Majeure event occurs and prevents us from installing the Equipment or providing you with the Service; or
 4. You fail to give us reasonable and safe access to Your Premises.
- 3.8 If the *Door-to-Door Trading Act 1991* (ACT) applies to this Agreement, the timeframes will commence from the expiration of the prescribed cooling-off period.

4. Use of the Services

4.1 You must:

1. promptly and fully comply with all our reasonable directions in relation to the use of the Service;
2. promptly report faults in the Equipment or Services to our Contact Centre; and
3. allow us reasonable and safe entry to Your Premises to investigate and rectify any fault in the Services or to repair, replace or disconnect the Equipment, as required.

4.2 You must not interfere with the supply of the Service or use it for any purpose which:

1. is prohibited by law;
2. damages any Equipment or interferes with its supply or that of the TransACT Network (or, in our reasonable opinion, may cause such damage or interference);
3. may cause death, personal injury or property damage;
4. breaches the property rights of a person; or
5. involves the transmission of unwanted, pornographic, offensive, distasteful or harassing communications.

You must ensure that the Service is not used by anyone else in a manner that may contravene the requirements of clause 4.2.

5. Ownership, use and care of the Equipment

We own the Equipment.

You must:

1. provide adequate power supply for the Equipment at Your Premises;
2. comply with our instructions regarding the use and care of the Equipment, including providing a suitable space at Your Premises for the Equipment;
3. promptly report faults in the Equipment to our Contact Centre;
4. take all due care of the Equipment, and protect the Equipment from any loss, damage (excluding reasonable wear and tear), theft or detention;
5. not create, or allow the creation of, a mortgage, charge, lien or encumbrance over the Equipment;
6. not use or permit the use of the Equipment for any improper, illegal or unauthorised purpose;

7. not use the Equipment at any location other than Your Premises; and
8. not sell or otherwise dispose of the Equipment.

If the Equipment is lost, damaged, stolen or detained:

1. you must promptly notify us; and
2. we may charge you a fee for any lost, damaged, stolen or detained Equipment.

You are responsible for obtaining insurance cover for the Equipment.

You must not use or connect anything to the Equipment which is prohibited or not authorised by the ACMA or is otherwise unlawful.

You acknowledge that we may need to change your Service Number from time to time. You are not eligible to claim goodwill in your Service Number.

6. Third Party Services

- 6.1 You acknowledge and agree that you will enter into separate contracts for Third Party Services (if applicable).
- 6.2 You acknowledge and agree that we may, from time to time add to or remove the Third Party Services available through the TransACT Network.
- 6.3 We are not liable to you or any other person for any loss or damage suffered by you in respect of the delivery of Third Party Services, including:
 1. delay or interruption in the delivery of the Third Party Services;
 2. supply of Third Party Services in error;
 3. failure to provide Third Party Services;
 4. the failure of any monitoring or security service provided to you over the TransACT Network; and
 5. any distress or offence suffered by you or any other person through the exposure to pornographic images or any other defamatory or otherwise offensive or distasteful material.

7. Charges and Payment

- 7.1 All Charges applicable to the Services are specified in the Schedule, or as otherwise notified to you (including as stated in your Application).
- 7.2 We may vary the Charges, or introduce new Charges, in accordance with Clause 10.
- 7.3 You must pay the Charges in accordance with tax invoices issued by us.
- 7.4 Our records are sufficient evidence of the existence and amount of any Charge owed by you to us.
- 7.5 If you do not pay the full amount owing by the due date, we may:
 1. take action to enforce our legal rights;
 2. charge an administrative fee;
 3. recover debt collection costs and commission;

4. suspend Network Access and impose a reconnection fee only after providing you with at least 5 business days' notice; and
 5. report you to a credit reporting agency.
- 7.6 You must pay the Charges without any set off, counter claim or deduction.
- 7.7 We may set off any amount payable to you against any amount payable by you to us. You may not set off any amount payable by or claimed against us against any amount payable by you to us.
- 7.8 We may impose an additional charge to install the Service if we need to perform work beyond the usual scope of work required for similar installations.
- 7.9 You are responsible for all Charges incurred in the use of the Service, even if someone other than you incurs those Charges without your knowledge or consent.
- 7.10 All charges are GST inclusive unless otherwise stated.
- 7.11 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.
- 7.12 We may change or offer new methods of Bill Media. If we do so, we will notify you by a Bill message and via our website.

8. Important Information about the Service

This clause contains important information about the Service. **Please read this clause carefully.**

The Telephone Service will not operate in the event of power failure or disruption. This means that you will not have access to emergency services and 000 services. The Telephone Service should not be relied on as a lifeline service or by any person with a life threatening condition, or any other person who may require continuous telephone access. You should consider maintaining an alternative form of communication for use in the event of a power failure.

If you have a home security system that is connected to the Service (ie a "back-to-base" alarm system) the system may be affected by a power failure. You should seek further information from the manufacturer.

The service quality of the Telephone Service and Equipment may not be of the same quality as a telecommunications service supplied by a fixed line.

9. Factors affecting the Service

- 9.1 Subject to the Consumer Guarantees, although we will use our best endeavours to ensure that our Services is available at all times, we do not warrant that it will be supplied continuously or without fault or degradation of quality or service, nor that it will meet or achieve any performance characteristics.
- 9.2 Upload and download speeds for the Service as set out in the Schedule are the maximum theoretical speeds achievable. The speed, quality and reliability of the Service actually experienced by you may be affected by factors outside our control, including bad weather, load

demand on the TransACT Network, radio communications interference, the capability of your ISP or your own equipment.

10. Changing the Agreement

10.1 From time to time we may need to vary certain Charges, or introduce new Charges, without your consent. Any changes to this Agreement will be made in accordance with this clause 10.

10.2 Subject to the exceptions contained in clause 10.3 and 10.4 below, if we consider that the change will have an impact on you, we will give you:

1. notice of the proposed change at least 21 days before it takes effect; and
2. the option to terminate this Agreement within 42 days without incurring any additional fees or penalties (other than any outstanding Charges owed for the provision and use of the Service).

10.3 Clause 10.2 does not apply where the change made is:

1. likely to benefit you, or have a neutral or minor detrimental impact on you (however if you can demonstrate that the change will have more than a detrimental impact on you, you will have the right terminate in accordance with clause 10.2.2);
2. to the price of International Call Rates, International Roaming, Calls to Satellite Services;
3. to ancillary Charges, including but not limited to administration fees and callout charges;
4. as a result of a third party increasing the amount charged to us for premium or content services (if this occurs we will give you reasonable notice if you have used the service in the past 6 months, and allow you to cease getting the service without incurring any fees or penalties); or
5. in accordance with any tax or law.

11. Security Bond

11.1 We may impose a credit limit or require you to provide a Security Bond.

11.2 You authorise us to make deductions from any Security Bond for any Charges that are owing to us.

11.3 We agree to refund your Security Bond in full when we stop providing the Services, except to the extent that we have made deductions for Charges that are owing to us by you.

12. Security and privacy

12.1 You acknowledge that, if you do not ask us to block the Caller Number Display Service, your Service Number may be displayed to other users that you call.

12.2 You authorise us to obtain, use, disclose and exchange Personal Information and credit information about you with credit agencies, credit reporting agencies, other credit providers, content partners, other telecommunications companies, ActewAGL and its related bodies or business affiliates, and sub-contractors for the following purposes (or purposes related to these purposes):

1. conducting credit checks, obtaining consumer credit reports and maintaining your credit records;

2. the establishment and ongoing management of your account;
 3. in order to report or gain information on overdue loan repayments, serious credit infringements and dishonoured cheques;
 4. developing, researching and promoting our products and services and the products and services of other entities;
 5. processing your Application and managing this Agreement;
 6. managing your relationship with us and marketing our products and services and the products and services of other entities to you;
 7. submitting your details to the Integrated Public Number Database; and
 8. as required or permitted under law, including the Privacy Act 1988 (Cth).
- 12.3 You agree that Personal Information referred to in clause 10.2 includes, but is not limited to:
1. identity particulars — your name, sex, address (and the previous two addresses), date of birth, name of employer, and driver's licence number;
 2. your application for credit or commercial credit — the fact that you have applied for credit and the amount;
 3. the fact that TransACT is a current credit provider to you; and
 4. information about your credit worthiness or capacity.
- 12.4 Although we will use our best endeavours to ensure the security of the TransACT Network, You acknowledge and agree that we do not guarantee the security of information conveyed over the TransACT Network and that we are not liable to you for any loss or damage resulting from the diversion, publication, corruption or inappropriate or unlawful use of any information provided over the TransACT Network to or from any third party.
- 12.5 You acknowledge and agree that you are responsible for the security of any user identification or passwords created for the secure transmission of your information, and agree to take all appropriate measures to prevent others having unauthorised access to your user-identification or passwords. We will not be liable for any loss or damage suffered by you due to the unauthorised use of your user-identification or passwords.
- 12.6 You authorise us to scan or conduct any assurance testing of the security of the Network and/or your Service (including any IP address ranges allocated to you in connection with the Service) for the purposes of helping you improve the security of the use of your Service, but we are not obligated to do so.
- 12.7 Without limiting the definitions set out in clause 15, for the purposes of clause 12.6, references to "Service" includes any Equipment and Your Equipment.

13. Limitation of Liability

This clause limits our liability to you. **Please read this clause carefully.**

- 13.1 We agree to provide the service to you subject only to the terms, conditions and warranties contained in this agreement and the Consumer Guarantees. Any liability that we might otherwise have to you in connection with this agreement or service is expressly excluded.

- 13.2 Subject to clause 13.3, in the case of Interruptions to the Service, we will comply with our obligations under the Australian Consumer Law by offering you:
1. a refund or rebate for the period of the Interruption; and
 2. where the Interruption is caused by our breach of a Consumer Guarantee, compensation for any reasonably foreseeable loss incurred.
- 13.3 The refund or rebate in clause 13.2(1) does not apply to Interruptions which occur because of:
1. a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in clauses 7.5(4), 15.4(1) or 15.4(5);
 2. a fault or other event which may reasonably be attributed directly or indirectly to your equipment (including Equipment);
 3. your acts or omissions; or
 4. scheduled maintenance to the TransACT Network, a supplier's network or any Equipment for less than 1 hour.
- 13.4 Except for liability which is expressly accepted by us under this clause 13 and any liability we have under the Australian Consumer Law, we exclude all other liability to you (whether based in contract, tort (including negligence) or otherwise) for suspending the Service where we do so in accordance with the Agreement.
- 13.5 Our liability for any loss, cost, liability or damage suffered or incurred by you under or in connection with this agreement or the service (whether based in contract, tort (including negligence), statute or otherwise) is reduced to the extent that your acts or omissions or your equipment (or the acts, omissions or equipment of a third person) caused or contributed to that loss, cost, liability or damage.
- 13.6 We exclude any liability to you for any consequential loss suffered or incurred by you, except to the extent that you are entitled to recover reasonably foreseeable loss under the Australian Consumer Law.
- 13.7 We accept liability to you for the acts of our agents in accordance with the principles of vicarious liability at common law. However, to the extent permitted by law, we have no liability to you or to any other person for the acts, omissions or defaults of any supplier who is not acting as our agent, or any person who provides goods or services directly to you for use in connection with a service.
- 13.8 You may have certain rights in respect of the Service under the Customer Service Guarantee (the CSG). If we fail to provide the Service according to our obligations under the CSG, you may be entitled to damages.
- 13.6 You acknowledge and accept that because we are still in the process of constructing the TransACT Network, we may not be able to connect some Services within the timeframes specified in the CSG. For this reason, we ask that you sign a CSG Waiver to release us from our obligations in this regard.

14. Indemnity

- 14.1 You indemnify us against any damage, expense, loss or liability that we suffer or incur directly or indirectly due to:

1. your failure to comply with your obligations under this Agreement;
2. any loss of, or damage (excluding fair wear and tear) to any Equipment we provide to you;
3. the use or attempted use by any person (including you) of the Services;
4. the actions of any person with an interest in Your Premises in connection with the installation, maintenance or removal of the Services.

15. Terminating the Agreement

- 15.1 If you terminate the Agreement prior to the term specified in your Application, we may impose the early termination payment specified in the Schedule. The amount of any early termination payment is a genuine pre-estimate of the loss we will incur as a result of your termination under this clause and includes our costs of installing and provisioning the Service.
- 15.2 Subject to clauses 15.1 and 15.3, you may request the termination of any part of the Services at any time by giving us one month's notice.
- 15.3 You may have a right to terminate the Agreement within the term specified in your Application if we make certain changes to this Agreement without your consent. Information about changing this Agreement is contained in clause 10.
- 15.4 In addition to any other rights we may have, we may immediately terminate, limit or suspend any part of the Services if:
1. you breach a material term of this Agreement and that breach:
 - a. is incapable of remedy; or
 - b. is capable of remedy, and you do not remedy that breach within 14 days after we give you notice to do so;
 2. we consider such action necessary for the purpose of maintaining or restoring any part of the TransACT Network;
 3. we are required to do so by law, or otherwise by a government or regulatory agency;
 4. there is an emergency; or
 5. you are declared bankrupt.
- 15.5 Upon termination or expiration of the Agreement, you must immediately pay all amounts due and payable to us, and:
1. promptly return the modem;
 2. allow us to enter Your Premises to recover our subscriber unit or remove the Network Connection; or
 3. pay to us an amount, as determined by us, which represents the value of the Equipment, except, at our option, where the Equipment consists solely of cabling from the network distribution box to the relevant wall socket.
- 15.6 Upon termination of the Agreement, we are not responsible for connecting or reconnecting any appliance to any telephone network or other communication network, cable or system.

- 15.7 Other than as set out in this Agreement, we are not obliged to remove any Equipment from Your Premises, or carry out any repairs to Your Premises in connection with the installation or removal of the Equipment.
- 15.8 Clauses 13, 14 and this clause 15 (and any clause relevant to the interpretation of these clauses or that, by its nature, survives this Agreement) continue to apply following the termination or expiration of the Agreement.

14. Miscellaneous

1. Our failure to exercise, a delay in exercising or the partial exercise of our rights under the Agreement does not operate as a waiver of those rights in the future.
2. The laws of the Australian Capital Territory govern the Agreement.
3. The Agreement constitutes the whole understanding between you and us to the exclusion of any prior or collateral agreement or understanding of any kind relating to the subject matter of this Agreement.
4. We may assign our rights under the Agreement without your consent. You may not assign your rights under the Agreement without our prior written consent.
5. We may pay commissions to any person who introduces you to us.
6. In the event of any inconsistency between the three documents listed in clause 1.2 above, their order of preference shall be (3), (2) and then (1) to the extent of that inconsistency.
7. In this Agreement, references to the singular are references to the plural (and vice versa).

15. Dictionary

ACMA means the Australian Communications and Media Authority.

Act means the Telecommunications Act 1997 (Cth), including any regulations or other subordinate rules made under the Act.

Agreement has the meaning set out in clause 1.2.

Application means any form or other documentation which we may require you to complete, prior to us supplying the Service to you. An Application may include, as applicable, the documents entitled "Service Application Form", "Porting Application Form", or similar (and electronic versions of these forms).

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010*.

Bill means an invoice issued to you by us, advising you of the total Charges payable by you in the relevant billing period

Bill Media means the way in which a Bill is communication or delivered, and its format.

Caller Number Display Service means the functionality, which enables the display of the calling number to the recipient of the call.

Charges means the charges, fees and rates notified by us from time to time and payable by you.

Consumer Guarantee has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law.

Contact Centre means our customer contact centre used to receive and respond to your enquiries and concerns.

CSG Waiver means the form entitled, "TransACT Capital Communications Pty Limited Customer Service Guarantee Standard Waiver" (or similar).

Customer Service Guarantee or *CSG* means any performance standard of that name (as current) made pursuant to the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth).

Electronic Billing means Bills sent to you electronically to the email address set out in your application form or another email address nominated by you.

Equipment means any equipment or software provided by us to you under this Agreement.

Force Majeure means any cause, which is not reasonably within TransACT's control, including acts of God, industrial action, emergencies, terrorism, failure of third party equipment or services, or any legislation or regulation and any action or inaction of any government or government agency;

Free Content means any material, program or service to which access is provided free of charge.

Integrated Public Number Database has the same meaning given to it in the Act.

Interruption in the supply of goods or a service means a delay in supplying, a failure to supply or an error or defect in the supply of, those goods or that service.

Network means a telecommunications network, including equipment, facilities or cabling.

Network Access means the use of the TransACT Network by you to access Third Party Services.

Network Boundary means a point of interconnection. In particular, the Network Boundary is:

1. in the case of a Telephone Service, the wall socket;
2. in the case of data services, the output port of the set top box or modem;
3. in the case of television services, the output port of the set top box;
4. in the case where there is no Telephone Service and no Network Access but there is a Network Connection, the network distribution box.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Related Body Corporate has the same meaning as in section 50 of the Corporations Act 2001 (Cth).

Schedule means a schedule to this Agreement containing the specific terms, conditions and charges for a Service.

Security Bond means the security bond in an amount nominated by us that you provide under clause 9.

Service means a telecommunications service provided to you by TransACT or its Related Bodies Corporate under this Agreement.

Service Number means the telephone number used in connection with the Service.

Telephone Service means the telephone service provided by us to you.

Third Party Services means the services provided by third parties to you under one or more separate contracts.

TransACT Network means the telecommunications system comprising all links, cables, radio, microwave and other transmission media and equipment, switches, software and related items owned and operated by us (including the TransACT Skydata Network) to make available and provide the Services.

TransACT Skydata Network means the TransACT telecommunications system which is based on radio transmission.

us / we / our means TransACT Capital Communications Pty Limited (ABN 23 093 966 888) and includes our Related Bodies Corporate, employees, agents and contractors.

you / your means jointly and severally the person or persons named in the Application who request the Services or who otherwise acquire the Services.

Your Equipment means all equipment that you own, or which is owned by a third party and leased or licensed to you, and which you use in connection with the Service, other than Equipment.

Your Premises means the premises specified by you in your Application as the location for the provision of the Services.

Schedule 1 – TransACT Skydata Terms and Conditions

1. The Service

1. This Schedule sets out the specific terms, conditions and charges that apply to our supply of the Service to you.
2. If you apply for a Telephone Service, you must complete any documentation required to authorise us to provide you with the Telephone Service.
3. You are responsible for the provision of telephone handsets in order to receive the Telephone Service.
4. If you apply to transfer your existing telephone service to us:
 1. you warrant that you are the account holder for the telephone service identified in your Application and authorise us to arrange for pre-selection of this service to us; and
 2. you remain liable for all amounts owed to your former supplier before the transfer and any additional amounts payable due to the termination of your arrangement with that former supplier.
5. If you apply to transfer your telephone service from us to another supplier, you remain liable to us for all amounts due and payable to us before the transfer (whether invoiced or not) and any additional amounts due and payable to us in accordance with this Agreement.

Schedule 2 – Charges

All charges are GST inclusive.

Phone and broadband packages	
TalkWEB - Skydata	<ul style="list-style-type: none"> ▪ \$54.95/month ▪ Includes TransTALK AllTime and TransWEB Up to 5Mbps/Up to 1Mbps. ▪ Customers must preselect TransACT for their long distance calls at all times. ▪ 12- or 24-month contract applies. ▪ This package is available in TransACT Skydata Network coverage areas for premises that are not presently in TransACT cabled or ADSL enabled areas.
Phone service, TransACT AllTime - Skydata	
Monthly phone service charge	<ul style="list-style-type: none"> ▪ \$33.95/month ▪ Includes Call Waiting and Caller Number Display features. ▪ Customers must preselect TransACT for their long distance calls at all times. ▪ 24-month contract applies. ▪ Note – this phone plan is only available as part of the TalkWEB 1000 – Skydata package
Local call rates	<ul style="list-style-type: none"> ▪ Free to other TransTALK and TransBIZ customers. ▪ All other local calls 20 cents per call. ▪ 24.2 cents for calls to 13XX numbers. ▪ 1900 numbers charged by other carriers at a variable rate.
National call rates	<ul style="list-style-type: none"> ▪ 18 cents per minute plus 39-cent connection fee.



	<ul style="list-style-type: none"> ▪ \$1.75 for the first hour ▪ \$2.50 for the first two hours ▪ 39-cent connection fee included in 1 and 2 hour call caps
Calls to mobiles	<ul style="list-style-type: none"> ▪ 37 cents per minute plus 39-cent connection fee.
International call rates	<ul style="list-style-type: none"> ▪ Calls to International Call Rates
Calls to satellite services	<ul style="list-style-type: none"> ▪ Calls to satellite services
Other phone features	
Allocation of 6161 TransACT phone numbers	<ul style="list-style-type: none"> ▪ Normal/bronze – no charge ▪ Silver – \$75.00 ▪ Gold – \$1,500.00 ▪ Platinum – \$7,500.00 ▪ Please call 13 30 61 for details.
Call barring	<ul style="list-style-type: none"> ▪ \$3.00/month
Silent number	<ul style="list-style-type: none"> ▪ \$3.00/month
Virtual diversion	<ul style="list-style-type: none"> ▪ \$12.00/month plus call charges (if any)
Reserving a TransACT number	<ul style="list-style-type: none"> ▪ \$20.00/month

2. Connection charges – current

TransACT Skydata coverage areas

Standard connection where no previous connection is in place or connection is inactive – 12 month contract	<ul style="list-style-type: none"> ▪ \$299.00 ▪ For residences with no previous skydata connection at all and residences with an inactive connection. ▪ A standard connection consists of the provision of a broadband and telephone service and two outlets. ▪ 12-month contract period applies. ▪ The connection charge is included on the first invoice.
Standard connection where no previous connection is in place or connection is inactive – 24 month contract	<ul style="list-style-type: none"> ▪ \$199.00 ▪ For residences with no previous skydata connection at all and residences with an inactive connection. ▪ A standard connection consists and two outlets depending on services selected. ▪ 12 or 24-month contract period applies. ▪ The connection charge is included on the first invoice.
Standard connection where an active connection is already in place	<ul style="list-style-type: none"> ▪ Where a new customer activates TransACT services in a residence with an active skydata connection ▪ \$55.00 account establishment fee ▪ 12-month or 24-month contract period applies. ▪ The account establishment fee is included on the first invoice.
Account establishment	<ul style="list-style-type: none"> ▪ \$55.00



charge	<ul style="list-style-type: none"> ▪ Where TransACT waives any standard connection fees a \$55.00 account establishment charge will apply. ▪ The account establishment charge is included on the first invoice.
TransACT Skydata enabled areas	
Cancelling or rescheduling an installation appointment with less than 24 hours notice	<ul style="list-style-type: none"> ▪ \$55.00 administration fee ▪ \$55.00 administration fee applies if a scheduled installation appointment is cancelled or rescheduled with less than 24 hours notice.
Additional outlets	<ul style="list-style-type: none"> ▪ A quotation for additional outlets can be provided at the time of installation.
Additional work required at time of install	<ul style="list-style-type: none"> ▪ Quotation required ▪ Including roof lifting, tree trimming, risers and other additional work required at time of install.

3. Billing-related charges – current

Cheque dishonour fee	<ul style="list-style-type: none"> ▪ \$25.00
Direct debit rejection fee	<ul style="list-style-type: none"> ▪ \$8.00
Late payment fee	<ul style="list-style-type: none"> ▪ \$5.50 (or \$11 effective from 28 January 2012) applies after a courtesy note for payment has been sent.
Reconnection after non-payment of account	<ul style="list-style-type: none"> ▪ \$55.00 administration fee – if site visit is not required. ▪ Service call-out fee applies if site visit is required.
Paper bill fee	<ul style="list-style-type: none"> ▪ \$1.49 per bill sent

4. Equipment – current

Replacement of internal cables connecting the modem to the wall socket	<ul style="list-style-type: none"> ▪ Service call-out charge applies.
Replacement of wall sockets or plugs attached to TransACT internal cabling	<ul style="list-style-type: none"> ▪ Service call-out charge applies.

5. Callout charges – current

Service call-out	<ul style="list-style-type: none"> ▪ No charge if due to TransACT network or equipment failure. ▪ Minimum \$105.00 call-out fee applies for the first 30 minutes plus \$45.00 per 15 minutes thereafter for non-TransACT faults.
Modem collection fee	<ul style="list-style-type: none"> ▪ \$55 .00

6. Equipment Replacement Charges – current



Subscriber Module	\$465 incl GST
Gateway/modem with powersupply	\$275 incl GST

7. Internet service provider – current

Internet service provider	<ul style="list-style-type: none"> ▪ Please contact your ISP for fees and charges. ▪ Visit http://www.transact.com.au/internet or call 13 30 61 for a list of ISPs available on the TransACT network.
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8. Changes to services

Cancellation of TransACT services

Cancellation of services within contract period (standard installation)	<ul style="list-style-type: none"> ▪ \$200.00 plus remainder of installation fees from instalment plan (if applicable) ▪ For any reason including moving house to an ADSL enabled area or non-cabled area. ▪ Fee will be payable regardless of whether a connection fee was charged or not.
Cancellation of services within a two-year contract period (non-standard installation)	<ul style="list-style-type: none"> ▪ \$300.00 – for cancellations within the first year. ▪ \$200.00 – for cancellations within the second year.
Cancellation of services within a three-year contract period (non-standard installation)	<ul style="list-style-type: none"> ▪ \$500.00 – for cancellations within the first year. ▪ \$300.00 – for cancellations within the second year. ▪ \$200.00 – for cancellations within the third year.
Cancellation of services after an installation appointment is made, but before installation takes place	<ul style="list-style-type: none"> ▪ \$55.00 administration fee

Relocation of services

Existing customer relocating to a cabled, skydata or ADSL enabled area and immediately signing up for TransACT services	<ul style="list-style-type: none"> ▪ No cancellation fee applies ▪ \$55.00 administration fee for 12-month contract ▪ Free with a 24-month contract. ▪ Non-standard installation fees may apply in the new location. ▪ Note – for technical reasons, not all homes can be connected.
Delayed relocation	<ul style="list-style-type: none"> ▪ That is where the customer is forced to move from property, resides in a temporary residence, and then moves to a home that can be connected to TransACT services. ▪ A cancellation fee will be charged but if the customer signs a new contract within three months of cancelling, the cancellation fee charged will be credited to the customer's account on re-connection.



Cancellation of bundled services	
TransACT and ActewAGL bundle within the contract period	<ul style="list-style-type: none"> ▪ \$50.00 bundle administration fee applies for cancellation of the TransACT component of the bundled services. ▪ Note – \$200.00 cancellation fee may apply if TransACT services are cancelled within the contract period.
Transfer of services	
To another person at the same premise/install address	<ul style="list-style-type: none"> ▪ \$55.00 administration fee plus outstanding instalment fees (if any) ▪ The original account holder will incur this charge. ▪ The new account holder is required to sign a new 12-month contract. ▪ A release notification and signature from the original customer is required.
To a family member at the same premises/install address	<ul style="list-style-type: none"> ▪ No administration fee. ▪ The original account holder is liable for outstanding instalment fees (if any). ▪ The new account holder is required to sign a new 12-month contract. ▪ A release notification and signature from the original customer is required.
Changes to phone numbers	
Request to port an existing (Telstra) phone number to TransACT and removal of the TransACT phone number after installation has taken place	<ul style="list-style-type: none"> ▪ \$55.00 administration fee.
Changes to an active phone number after installation	<p>A phone number change occurs when the customer requests a changeover from a Telstra number to a TransACT number or vice versa, or from one TransACT number to another TransACT number.</p> <ul style="list-style-type: none"> ▪ \$55.00 administration fee applies per change unless the number chosen has any extra fee attached to it for being a Platinum, Gold or Silver number.
Services on hold	
Services put on hold for any period between three to six months	<ul style="list-style-type: none"> ▪ \$55.00 administration fee plus 50 per cent of the normal monthly access fee for services. ▪ Applies from the start of the suspension period. ▪ This service is not available to customers in ADSL enabled areas. ▪ Request for services to be put on hold is not available for any period less than three months or greater than six months.

Schedule 3 — Free On Net Local Calls

Local calls to other TransTALK and TransBIZ customers by TransTALK Premium, TransTALK AllTime and TransBIZ 1/2/10/20/30 customers are provided free of charge. This includes Local Calls to customers with the following TransACT products:

- (a) TransTALK Premium
- (b) TransTALK Standard
- (c) TransTALK AllTime
- (d) TransTALK Flex
- (e) TransBIZ Flex
- (f) TransBIZ Flex Fax
- (g) TransBIZ Flex ISDN 2
- (h) TransTALK Flex Limited
- (i) TransBIZ Limited
- (j) TransBIZ Flex ISDN 2 Limited
- (k) TransBIZ 1
- (l) TransBIZ 2
- (m) TransBIZ 10, 20,30.

The following Local Calls made by TransTALK Premium, TransTALK AllTime and TransBIZ 1/2/10/20/30 customers are excluded and will be charged at the local call rate in Schedule 3 – Charges.

- (a) Calls to any TransSELECT customer including TransSELECT, TransSELECT Gold and commercial TransSELECT products; and
- (b) Calls to any TransGov customers.

Customers on TransSELECT products including TransSELECT, TransSELECT Gold and commercial TransSELECT products are invoiced for local calls by the carrier providing their local calls.