



## CUSTOMER SERVICE GUARANTEE WAIVER

**Important:** Please ensure that you read this document ("Waiver") carefully.

### 1. INTRODUCTION

**1.1** Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 ("Act") sets out certain protection and rights available to a customer when receiving a standard telephone service, collectively known as the Customer Service Guarantee ("CSG").

**1.2** The Telecommunications (Customer Service Guarantee) Standard 2011 (as amended) ("Standard"), made pursuant to sections 115, 117 and 120 of the Act, entitles a customer to waive, in whole or in part, their protection and rights under Part 5 of the Act in relation to a particular carriage service supplied, or proposed to be supplied, by a carriage service provider to the customer.

**1.3** The Standard (prepared on 1 October 2011) can be found at: <http://www.comlaw.gov.au/Details/F2011C00791>.

**1.4** Pursuant to Part 3 of the Standard, the CSG is only available to customers that have 5 or less eligible telephone services at one time ("CSG service"). This includes Voice-over Internet Protocol services which are equivalent to a "standard telephone service", as defined under section 6 of the Act.

**1.5** The Standard provides that phone companies must meet certain performance standards or maximum timeframes for:

- (a) a connection of a CSG service;
- (b) repair of a fault or service difficulty; and
- (c) attending to appointments with customers.

Unless an exemption applies or a waiver has been provided, under the Standard phone companies must pay customers compensation for each working day that connections or fault rectifications are delayed beyond the maximum CSG timeframes, or if they fail to keep an appointment. For further information regarding the CSG, please visit: <http://www.acma.gov.au/Citizen/Consumer-info/Rights-and-safeguards/Phone-connection-and-repair/customer-service-guarantee-for-phone-users-fags>.

**1.6** Part 5 of the Standard allows Fonality Pty Ltd ABN 32 112 795 276 ("Fonality"), as your carriage service provider, to propose that you (the Customer) waive certain protection and rights in connection with the CSG.

**1.7** This Waiver sets out the protection and rights that you (the Customer) agree to forego in accordance with Part 5 of the Standard with respect to the services identified at paragraph 2.1 below.

### 2. TERMS

**2.1 Service to which Waiver applies.** This Waiver applies to the services to be provided by Fonality under the Fonality Terms of Service and License Agreement between Fonality and the Customer, entered into on or about the date of this Waiver ("Service(s)").

**2.2 Acknowledgement of Waiver.** In accordance with Part 5 of the Standard, the Customer acknowledges that:

- (a) the Customer waives their protection and rights available under Part 5 of the Act to the extent that such protection and rights relate to the Service; and
- (b) as a result of the Waiver:
  - (i) to the extent permitted by law, no express performance standards apply to the Services under the Fonality Terms of Service and License Agreement;
  - (ii) the performance standards made pursuant to Part 5 of the Act do not apply to the Services; and
  - (iii) the Customer will not be able to claim damages or any amounts in compensation from Fonality where any such performance standards made pursuant to Part 5 of the Act are not met including, without limitation, pursuant to section 116 of the Act.

**2.3 Date the Waiver takes effect.** This Waiver will take effect on the day on which the Customer provides written consent to the Waiver. Until the day on which the Waiver takes effect, Fonality reserves its right to refuse provision of the Service.

**2.4 Failure to agree.** You are not obliged to consent to the Waiver but if you do not do so then Fonality is unable to provide the Services to you.

**2.5 Record keeping.** Fonality is required to keep a copy of a record of the Waiver for a minimum period of 2 years from the day on which the Waiver takes effect.

**2.6 Defined terms.** Terms which are capitalised but not defined in this Waiver have the meanings given to them in the Standard or the Fonality Terms of Service and License Agreement as the case may be.

### 3. CONTACT DETAILS

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